

IN THE UNITED STATES DISTRICT COURT  
FOR THE SOUTHERN DISTRICT OF FLORIDA

JACK DOHENY COMPANIES, INC.,  
a Michigan corporation,

Plaintiff,

Civil Action No. 1:23-cv-22642

vs.

DRAINAGE PARTNERS, LLC, a Florida  
limited liability company, JACQUES NICOLAS,  
a Florida citizen, and JOHNNY JOSEPH, a  
Florida citizen,

Defendants.

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**COMPLAINT**

NOW COMES Plaintiff Jack Doheny Companies, Inc. and submits the following as its  
Complaint against Defendants Drainage Partners, LLC, Jacques Nicolas, and Johnny Joseph:

**PARTIES, JURISDICTION, AND VENUE**

1. Plaintiff, Jack Doheny Companies, Inc. (“JDC”), is a Michigan corporation headquartered in Northville, Michigan.
2. Defendant, Drainage Partners, LLC (“Drainage Partners”), is a Florida limited liability company. Upon information and belief, all of Drainage Partners’ constituent members are citizens of the State of Florida.
3. Defendant, Jacques Nicolas (“Nicolas”), is an individual who, upon information and belief, resides in the State of Florida.
4. Defendant, Johnny Joseph (“Joseph”), is an individual who, upon information and belief, resides in the State of Florida.
5. Nicolas and Joseph are collectively referred to as “Guarantors.”

6. The amount in controversy in this matter is in excess of \$75,000, exclusive of costs, statutory interest, or attorney's fees.

7. This Court has subject matter jurisdiction under 28 U.S.C. §1332 because there is diversity of citizenship and the amount in controversy exceeds \$75,000.

8. Venue is proper in this Court under 28 U.S.C. §1391(b)(1) as Drainage Partners' principal place of business is in Miami Gardens, Florida, and the Guarantors, Joseph and Nicolas, each reside in Miami, Florida – within the Southern District of Florida.

#### **STATEMENT OF FACTS**

9. JDC and Drainage Partners entered into several Rental Contracts (collectively the "Rental Contracts") bearing contract nos. 63348, 62144, and 62369. *See Ex. 1, Rental Contract no. 63348, Ex. 2, Rental Contract no. 62144, and Ex. 3, Rental Contract no. 62369.*

10. Pursuant to the Rental Contracts, JDC rented certain equipment and heavy machinery, including but not limited to vacuum trucks, to Drainage Partners. *See Ex. 1-3.*

11. At the time it entered into the Rental Contracts, Drainage Partners also agreed to JDC's "Rental Terms and Conditions" ("T&C") which were signed by Drainage Partners. See Ex. 1-3.

12. Pursuant to the T&C, "Invoices unpaid within the terms of lessor's invoice will accrue interest at the rate of 18% per annum."

13. Further, pursuant to the T&C, Drainage Partners' agreed to pay JDC's costs of collection: "If legal action is required to enforce lessee's obligation hereunder, lessee agrees to pay the costs thereof including reasonable attorney's fees paid by lessor."

14. Beginning in or around September 2020, Drainage Partners was in possession of JDC's trucks pursuant to the Rental Contracts.

15. On or about September 29, 2020, JDC invoiced Drainage Partners for rental fees and other charges associated with the rentals. *See Ex. 4*, Copies of invoices sent to Drainage Partners.

16. To date, the balance of Drainage Partners' account with JDC is \$104,645.12 (comprised of \$74,603.71 in rental fees plus \$30,041.41 in interest as specifically provided for in the T&C) remains outstanding.

17. Drainage Partners is entitled to continuing accruing interest and provides the above-referenced figure as of the date of filing.

18. The Guarantors both personally guaranteed payment to JDC for Drainage Partners' obligations pursuant to a "Personal Guarantee" executed by Nicolas and Joseph on or about February 11, 2020. *See Ex. 5*, Personal Guarantee.

19. Pursuant to the Personal Guarantee, the Guarantors "contract and guarantee to JDC the faithful payment, when due, of all accounts of said applicant [Drainage Partners] for purchases made. Payment shall be personally guaranteed irrespective of status or change in existing business of which the undersigned is a principal..." *See Ex. 5*, p. 3.

20. Pursuant to the Personal Guarantee, the Guarantors also "agree[] to reimburse JDC for any and all expenses incurred in the collection of said indebtedness, including, but not limited to, legal fees, expenses and interest at the maximum legal rate permitted by state." *See Ex. 5*, p. 3.

21. JDC has made multiple demands of Drainage Partners, and to the Guarantors personally, in an attempt to recoup payments owed to JDC prior to filing suit. *See Ex. 6*, March 5, 2021 Payment Demand Notices.

22. On or about September 20, 2021, Drainage Partners authorized JDC to withdraw funds from Drainage Partners' bank account via ACH transfer to be applied toward JDC's outstanding balance. *See Ex. 7, ACH authorization.*

23. On December 27, 2021, JDC notified Drainage Partners that the ACH dated December 22, 2021 was "returned by the bank."

24. After additional time elapsed without JDC receiving payment from Drainage Partners, JDC made additional demands of Drainage Partners through outside counsel. *See Ex. 8, Demand Letter dated February 18, 2022, Ex. 9, Demand Letter dated October 6, 2022, and Ex. 10, Demand letter dated November 23, 2022.*

**COUNT I – BREACH OF CONTRACT**  
(against Defendant Drainage Partners)

25. JDC refers to and incorporates paragraphs 1 through 24 of this Complaint as if fully set forth herein.

26. The Rental Contracts constitute a contract between JDC and Drainage Partners.

27. JDC has fully performed its obligations under the Rental Contracts.

28. Drainage Partners has failed to pay JDC as required by the Rental Contracts.

29. Drainage Partners currently owes JDC at least \$104,645.12, comprised of \$74,603.71 in rental fees plus at least \$30,041.41 in interest as specifically provided for in the T&C.

30. Drainage Partners' failure to pay JDC the amounts it is owed under the Rental Contracts constitutes a breach of contract.

31. JDC has been damaged by Drainage Partners' breach of the Rental Contracts.

WHEREFORE, JDC respectfully requests that this Court enter judgment in its favor and against Drainage Partners in an amount of at least \$104,645.12, comprised of \$74,603.71 in rental fees plus at least \$30,041.41 in interest as specifically provided for in the T&C, plus all of JDC's

costs and legal fees incurred in attempting to enforce its rights under the Rental Contracts, and award JDC any additional relief that the Court deems appropriate.

**COUNT II – ACCOUNT STATED**  
(against Defendant Drainage Partners)

32. JDC refers to and incorporates paragraphs 1 through 31 of this Complaint as if fully set forth herein.

33. JDC and Drainage Partners were engaged in a business relationship pursuant to the Rental Contracts.

34. JDC provided Drainage Partners with statements of the account, and the collection history reflects the dates in which the statements were sent. *See Ex. 11, Statements of the Account, and Ex. 12, Collection History.*

35. Drainage Partners did not dispute the validity of the account or the amount stated.

36. Drainage Partners has failed to pay the account to JDC.

WHEREFORE, JDC respectfully requests that this Court enter judgment in its favor and against Drainage Partners on the account stated in an amount of at least \$104,645.12, comprised of \$74,603.71 in rental fees plus at least \$30,041.41 in interest as specifically provided for in the T&C.

**COUNT III – BREACH OF GUARANTY**  
(against Defendant Nicolas)

37. JDC refers to and incorporates paragraphs 1 through 36 of this Complaint as if fully set forth herein.

38. The Personal Guaranty is a contract between Nicolas and JDC.

39. Nicolas breached the Personal Guaranty by failing to pay the amount demanded by JDC that is owed to JDC by Drainage Partners under the Rental Contracts.

40. JDC has been damaged by Nicolas' breach of the Personal Guaranty.

WHEREFORE, JDC respectfully requests that this Court enter judgment in its favor and against Defendant Nicolas in an amount of at least \$104,645.12, comprised of \$74,603.71 in rental fees plus at least \$30,041.41 in interest as specifically provided for in the T&C, plus all of JDC's costs and legal fees incurred in attempting to enforce its rights under the Rental Contracts, and award JDC any additional relief that the Court deems appropriate.

**COUNT IV – BREACH OF GUARANTY**

(against Defendant Joseph)

41. JDC refers to and incorporates paragraphs 1 through 40 of this Complaint as if fully set forth herein.

42. The Personal Guaranty is a contract between Joseph and JDC.

43. Joseph breached the Personal Guaranty by failing to pay the amount demanded by JDC that is owed to JDC by Drainage Partners under the Rental Contracts.

44. JDC has been damaged by Joseph's breach of the Personal Guaranty.

WHEREFORE, JDC respectfully requests that this Court enter judgment in its favor and against Defendant Joseph in an amount of at least \$104,645.12, comprised of \$74,603.71 in rental fees plus at least \$30,041.41 in interest as specifically provided for in the T&C, plus all of JDC's costs and legal fees incurred in attempting to enforce its rights under the Rental Contracts, and award JDC any additional relief that the Court deems appropriate.

Dated: July 14, 2023

Respectfully submitted,

**DICKINSON WRIGHT PLLC**  
*Attorney for Jack Doheny Companies, Inc.*  
350 East Las Olas Boulevard, Suite 1750  
Fort Lauderdale, Florida 33301  
Telephone: (954) 991-5433  
Facsimile: (844) 670-6009

*/s/ Johneeka M. Simpson*

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# Exhibit

1



Rental Contract: 63348  
 Customer Code: DRAI0010  
 Branch #: 2000

## RENTAL CONTRACT

**Invoice To:**

DRAINAGE PARTNERS LLC  
 285 NW 199TH ST  
 MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
 285 NW 199TH ST  
 MIAMI FL 33169

**INFORMATION**

305-924-6970

Start Date: 1/15/2021 Payment Method: PAY IMMEDIATELY PO Number:  
 Est. Off Rental Date: Deposit: \$0.00 Salesman: JUSMOSHER  
 Model: FO Customer DOT #: 3394203 Ordered By: Johnny Joseph  
 Type: CACS Taken By:  
 Delivery/Pick Up:  Customer Pickup/Return  Drive Away Service  Drive Away Charges (each way): \_\_\_\_\_  
 Renting Motor Carrier is Engaged in Interstate Transport:   
 Renting Motor Carrier is Transporting Hazardous Materials in the Rented Commercial Vehicle:

**DETAILS**

Qty.	Item No.	Description	Day Rate	Weekly Rate	Monthly Rate
	13685	T150LR130 - DB14827/FORD T150 LOW ROOF 130	\$200.00	\$700.00	\$2,500.00

**Notes:**

Last Service: Date: 2019-01-25 Hours: 15339 Last DOT Inspection: Date: 2021-01-15

**INSURANCE REQUIREMENTS**

Valid Blanket Certificate on File  Customer Required to Furnish Certificate

Insurance Exp. 2021-08-17

The following information must be listed on non-bankert certificates, see Minimum Requirements and example certificate for more information

Chassis VIN #: 1FTYE1YM7GKA28751 Year: 2016

Equipment Replacement Value: \_\_\_\_\_

UNIT INFO	OUT	IN
Chassis Mileage	13815	
Engine Hours	0	
Blower Hours	0	

**\*\* Rental Unit Customer Responsibilities \*\***

Qualified/Trained Operator  
 Maintain IFTA Requirements  
 Maintain Valid Insurance  
 Flat Tires  
 Lubrication/Mfg. Recommended Maintenance  
 Emptying and Washout of Debris Tank  
 Damage/Abuse  
 Refueling Tank  
 General Clean Up -  
 Customer to Display Own DOT #  
 Wearable Items

I have read and understand the Rental Terms and Conditions. It is further understood that this agreement is not considered valid until accepted and approved by Jack Doheny Company's Michigan Corporate Offices

Date Out: 2021-01-15 Signature: Alberto, Name (Printed): Carrie Hardig

Date In: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (Printed): \_\_\_\_\_



Rental Contract:  
Customer Code:  
Branch #:

63348  
DRAI0010  
2000

Unit # 13685Make/Model FO T150LR130S/N KA28751

<u>Appearance</u>	<u>Clean</u>	<u>Delivery</u>	<u>Dirty</u>	<u>Clean</u>	<u>Return</u>	<u>Dirty</u>
Cab (Inside)	✓					
Debris Body (Inside)			✓			
Unit Exterior	✓					
Cyclone's			✓			
Hose Reel			✓			
Fuel Level	E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F			E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F		
DEF Level	X 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F			E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F		
<u>Accessories/Attachments</u>		<u>Qty.</u>			<u>Qty.</u>	
Manuals	✓	1				
Triangle Kit	✓	1				
Fire Extinguisher	✓	1				
Tiger Tail						
Manhole Roller	✓	1				
QRW90 Wheels (orange)	✓	6				
QRW90 Wheels (carbide)	✓	6				
QRW115 Wheels (orange)	✓	4				
QRW115 Wheels (carbide)	✓	4				
QRW140 Wheels (orange)	✓	8				
QRW140 Wheels (carbide)		0				
QRW140XL Wheels (orange)		0				
Toolbox						
Downhill Roller	✓	1				
Top Roller						
Thumb Drive/Dongle	✓	1				
First Aid Kit	✓	1				
Air Pump	✓	1				
Pole Set (3)						
Manhole Protection Ring						
Manhole Cage						
Kiel Stick						
LISY Funnel (S,M,L)						
Locator with bag						
Grey Pneumatic Tires						
Pole Adapter						

Check out completed by: Carrie Hardig

Check in completed by: \_\_\_\_\_

**\*\* Rental Unit Customer Responsibilities\*\***

Qualified/Trained Operator - Maintain IFTA Requirements - Maintain Valid Insurance - Flat Tires - Lubrication/Mfg. Recommended Maintenance  
Emptying and Washout of Debris Tank - Damage/Abuse - Refueling Tank  
- General Clean Up - Customer Required to Display Own DOT #

\*\* Note: The return inspection is a visual inspection only!  
A complete inspection will be performed by a qualified technician.

✓ (3) Note: Additional Charges to Follow  
(Damage/Cleaning/IFTA/Missing Items)

I hereby state that I am authorized to accept this equipment on behalf of the company listed as "Customer" above and will ensure all requirements and responsibilities are adhered to.

Alonso Doheny  
Delivery Signature and Date

2021-01-15

Return Signature and Date



Rental Contract:  
Customer Code:  
Branch #:

63348  
DRA|0010  
2000

## **WINTERIZATION RECEIPT**

The undersigned certifies that the customer has been provided winterization and recirculation instructions.

It is further understood that when this receipt is executed, it is the responsibility of the rental customer to perform these operations to avoid freeze ups.

Date Received: 2021-01-15

Received By: Carrie Hardig

Print Name

Signature



Rental Contract: 63348  
Customer Code: DRAI0010  
Branch #: 2000

## RENTAL TERMS AND CONDITIONS

Lessor rents to lessee the equipment described on the rental agreement dated on or about the date hereof and subject to the provisions herein. Lessee refers to the person signing this agreement, his employer or partner, and any other person or organizations to whom charges are to be billed, all of whom shall be jointly and severally liable hereunder.

**OWNERSHIP** - The equipment is the property of lessor and is to be returned to the place where rented at the end of the rental term. In the same general condition as when received, excepting ordinary wear and tear. If lessee fails to make any payment when due, attempts to sell or encumber the equipment, ceases operation, institutes or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this rental agreement; or if any attachment, execution, writ or process is levied against the equipment of any of lessee's property, or if for any reason lessor deems itself insecure or the equipment unsafe, lessee agrees to deliver the equipment to lessor on demand and lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to lessee and this rental agreement shall thereupon terminate at the option of the lessor. In the event of any such action, lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the equipment, costs of removal from the lessee's possession and all transportation and other charges incurred. If legal action is required to enforce lessee's obligation hereunder, lessee agrees to pay the costs thereof including reasonable attorney's fees paid by lessor.

**TERMS** - Lessee shall pay all rental, time, mileage, service, transportation, refueling and other charges in accordance with this agreement, all sales and use taxes and expenses. Billing is on standard 28 day billing cycle, with incremental billing. Daily rates apply between 0 to 3 days. Weekly rates apply from 4 days up to 3 week terms and Monthly rates (using a 28 days standard) for all other periods. If the rental unit is not returned by end of the 28th day of the agreement then this unit will automatically renew to a new 28 day agreement, and continue renewing on a new 28 day agreement every 28 days until returned. Stipulated rates entitle lessee to 8 hrs/day, 40 hrs/week, 176 hrs/month of operation. Excess usage will be prorated from the stipulated rental rates and this, plus taxes, will be charged. All Lessor shall have a lien, as allowed by law, for charges incurred hereunder upon premises and improvements upon which equipment is employed. Rentals are payable to the office shown on this agreement unless otherwise specified. Lessee pays all shipping, loading, unloading, assembling and dismantling expense. The Lessee hereby agrees to pay all collection and legal fees if such action is necessary.

**USE** - Equipment shall be used solely in customer's business, and only within its rated capacity by competent personnel in a safe and careful manner. Equipment shall not be used: to carry persons for hire; to carry persons other than drivers or helpers employed by lessee (and these shall be carried within the cab) and then only if such carriage is lawful; to transport property for hire unless lessee obtains all necessary permits and licenses in violation of any law or ordinance or in any speed contest for carrying or hauling of explosives or other hazardous material. If equipment is used in violation of the paragraph, or is obtained from lessor by fraud or misrepresentation, or if used in furtherance of any illegal purpose, all use of equipment is without lessor's permission.

**Maintenance** - Lessee shall perform and pay for all normal periodic service, adjustments and lubrication of equipment before each shift such as checking and maintaining proper levels in crankcase, transmissions, final drives, elevator gear box, radiator, tire pressure and batteries; in accordance with the supplied service and operation manuals. If equipment fails to operate properly or it needs repair, lessee shall cease using immediately and notify lessor.

**INSURANCE** - Lessee will purchase and maintain in force during the time this agreement is in effect, insurance policies in at least the amounts listed below, covering the equipment between the time of delivery thereof to Lessee and return to Lessor for disposition. Said insurance shall be written by an insurance company or companies of adequate financial responsibility maintain an AM Best Rating of at least A-, Class VIII or higher acceptable to Lessor, insuring Lessee against any loss, damage, claims, suits, actions or liability, caused by or occasioned by or arising from any use of the equipment by or negligence of Lessee or any of Lessee's agents, servants, visitors, licensees or employees during the lease term. The insurance shall by endorsement name Lessor as an additional insured and loss payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to lessor at least thirty (30) days' notice in writing of proposed cancellation, modification or alteration of any said insurance.

Type	Amount
Commercial General Liability	\$1,000,000 per occurrence, with a general aggregate of \$2,000,000.
Products - Completed Operations Aggregate Automobile Liability	\$2,000,000
Excess/Umbrella Liability	\$1,000,000
Workers' Compensation/Employers Liability	\$1,000,000 each occurrence
E.L. Each Accident	\$500,000
E.L. Disease - EA Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000

JDC to be listed as additional insured for general, auto and umbrella coverages Waiver of subrogation issued in favor of JDC for general, auto and umbrella coverages Lessee policies are primary and non-contributory

JDC is listed as loss payee on the auto policy with respect to rented vehicle(s)

**Auto Physical Damage:** The Lessee shall purchase insurance covering the physical damage, up to the highest value of equipment rented from Lessor and list Lessor as Loss Payee.

Lessee shall furnish Lessor with a copy of the policies referred to above, or other evidence thereof acceptable to Lessor. Policies covering the aforementioned fire and theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to Lessor and/or Lessee as their interests may appear. Lessor shall, on demand, furnish lessor a certificate of such insurance which may not be canceled or materially modified except on twenty (20) days prior written notice to lessor. Lessee agrees to abide by the provisions of said policy and to notify Lessor and the insurer of any accident or occurrence involving equipment immediately by telephone and thereafter to promptly report to them in writing all information relevant thereto. Lessee, its agents and employees shall cooperate fully with lessor and insurer in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate the applicable insurance coverage. Lessor's acquiescence in lessee's certificate(s) of insurance shall not be a waiver of lessee's insurance obligations hereunder. Lessee shall also keep the equipment insured for its total present value against any loss or damage through accident, fire, weather condition, theft or malicious destruction and any other insurable risks. Lessee shall defend, indemnify and hold harmless lessor, its subsidiary and affiliated companies, their officers, agents and employees, against all loss, liability, and expense, including reasonable attorney's fees, by reason of bodily injury, including death and property damage sustained by any person or persons, including but not limited to employees of lessee as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of equipment, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of lessor, employees or agents of lessor or any other person.

**REGULATIONS** - Lessee shall, at his expense, comply with all local, state and federal laws and regulations affecting equipment and its use, operation, erection, dismantling and transportation, including all federal and local requirements or regulations.

**RENTAL CONTRACT** - This is a rental contract only and lessee cannot assign it. Lessee is not an agent or employee of lessor for any purpose. Lessee shall not suffer any liens or incumbrances to attach to equipment and shall not be liable for loss or damage to any property left, stored, loaded or transported by lessee or any other person in or upon equipment, whether or not due to the negligence of lessor, its agents and employees: (a) at any time whether equipment then be in the physical possession of lessor or lessor or anyone else; (b) or at any place including without limitation any of lessor's garages or locations. Lessee hereby assumes all risk of such loss or damage, from and against all loss, liability and expense caused or arising out of lessor's failure to comply with the terms of the agreement.

**RECOVERY** - Lessor shall have the right to issue and circulate theft notices; cause warrants to be issued for the taking into custody of lessee, his agent, partner or employee, and/or take any other steps which lessor shall reasonably deem necessary to recover equipment if it is not returned at the time specified herein, or sooner as permitted by the terms of this agreement. Lessee hereby releases and agrees to indemnify lessor against all claims for damages or losses which lessor or any other party may sustain as a result of any action taken by lessor under the preceding sentence. All charges are subject to final audit.

**LOSS** - In the event of loss, theft or damage to equipment, lessee agrees to notify lessor immediately by telephone, and thereafter to promptly report in writing to lessor and the public authorities (where required by law or by lessor) all information relating thereto. Lessee shall cause its agents and employees to give lessor and the public authorities' proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft or damage.

**REPAIRS** - When provided to lessee, equipment is believed to be in good mechanical condition. Lessee shall examine equipment upon delivery and promptly notify lessor of any evidence to the contrary, if, during lessee's use of the equipment during the term of this agreement, or any extensions thereof, equipment is found not to be in good mechanical condition as a result of conditions not the responsibility of or caused by the fault or negligence of lessee, its employees or agents (including but not limited to a failure of lessee to service, adjust and lubricate equipment) lessee will notify lessor who at its option will (a) repair or suitably replace equipment (within a reasonable time during lessor's normal working hours, the commencement or renewing of the terms of this agreement to be tolled for the period equipment is down, (b) remove equipment and terminate this agreement by refund prepayments of rental charges; if any, for the unexpired agreement term, less whatever is due lessor for damage to or maintenance of equipment which is lessee's responsibility. Lessee agrees to provide full access to equipment to lessor's representatives so as to enable lessor to meet its responsibilities hereunder.

Conversely, repairs required as a result of damage, improper operation, or maintenance will be charged to lessee and rental will continue until repairs are completed. Unless this agreement is accompanied by a separate tire or track wear agreement, lessee will be responsible and charged for cuts, tears, punctures, bruises and separation of tires or unusual wear or damage to tracks. In this regard, any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to lessee.

Notwithstanding the previous paragraphs; lessee agrees to indemnify lessor its subsidiaries and affiliated companies and their officers, agents and employees to the extent provided in the other terms and conditions of this agreement.

**THE FOREGOING IS IN LIEU OF (A) ALL WARRANTIES EXPRESS IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT**

Any failure of performance by lessor which is due to causes beyond lessor's control, including but not limited to acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of supplies is not deemed to be a default by lessor.

**INTEREST** - Invoices unpaid within the terms of lessor's invoice will accrue interest at the rate of 18% per annum. The Lessee agrees to pay any non-sufficient fund charges as allowed by law in the event of a returned check.

**REFUELING** - Lessee agrees to return equipment with the same amount of fuel as when rental began, otherwise lessee will be charged for refueling upon return

**CARTAGE** - If lessor arranges transportation of equipment on behalf of lessee, lessor is not responsible in any way for delays in arrival/ pick up dates or times

**COMPLETE AGREEMENT** - This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and/or acceptance of delivery of any part or equipment to be furnished hereunder will constitute lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by lessee or contained in lessee's purchase documents which conflict with or limit the provisions contained herein.

### ADDITIONAL TERMS & CONDITIONS

This Lessor cooperates with all Federal, State and local enforcement officials nationwide to provide the identity of customers who operate this CMV. The rental agreement entered into by the lessor and the renting motor carrier is carried on the rental commercial vehicle for the full term of the rental agreement.

Where applicable, customer is responsible for all applicable TX rental tax, if the rental agreement is ended early. There will be no penalties/fees for returning equipment early.

Tax Rates	Time Frame
10%	1 - 30 days
6.25%	31 - 180 days
0%	181+

2021-01-15

SIGNATURE & DATE :

Nikber



Rental Contract: 63348  
Customer Code: DRAI0010  
Branch #: 2000

## Notes Check Out

Camera head cam026-0627 Tractor crp140-0050 Back Eye alb300-0127 Hook with rope 2Allen keys Air fitting 7 screws  
2 caps printer power cable and chair



63348  
DRAI0010  
2000

## Picture Out

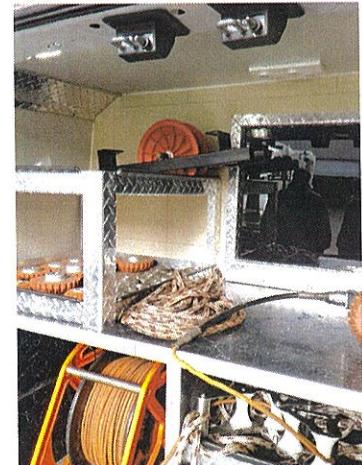
FRONT



ADDITIONAL PHOTO 2



ADDITIONAL PHOTO 4



REAR



ADDITIONAL PHOTO 3



ADDITIONAL PHOTO 5





63348  
DRAI0010  
2000

ADDITIONAL PHOTO 6



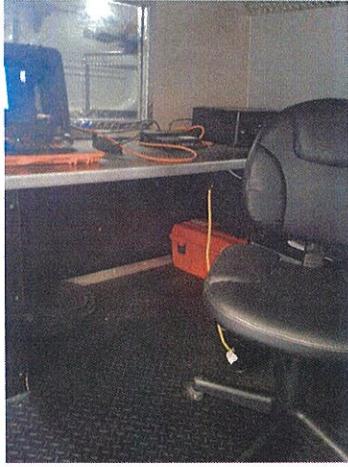
ADDITIONAL PHOTO 8



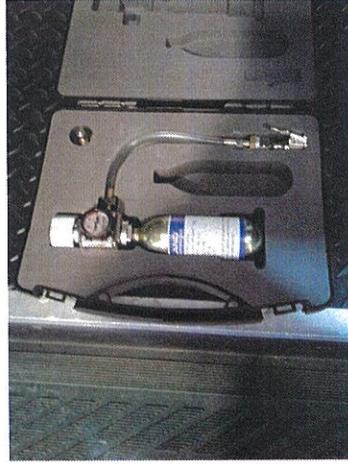
ADDITIONAL PHOTO 10



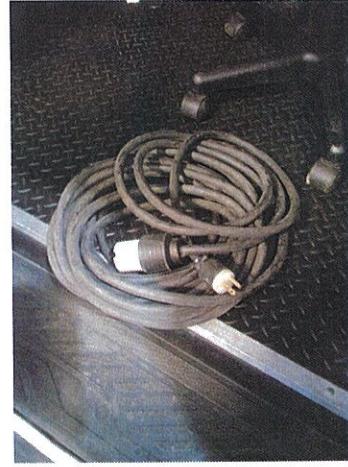
ADDITIONAL PHOTO 7



ADDITIONAL PHOTO 9



ADDITIONAL PHOTO 11





63348  
DRAI0010  
2000

DRIVER'S SIDE



ADDITIONAL PHOTO 13



PASSENGER'S SIDE



ADDITIONAL PHOTO 12



ADDITIONAL PHOTO 14



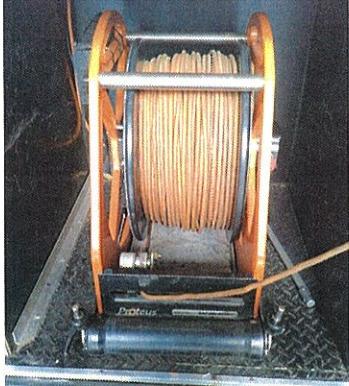
CAB CONDITION





63348  
DRAI0010  
2000

REEL/CABLE



CAMERA ASSEMBLY/HEAD



ADDITIONAL PHOTO 1



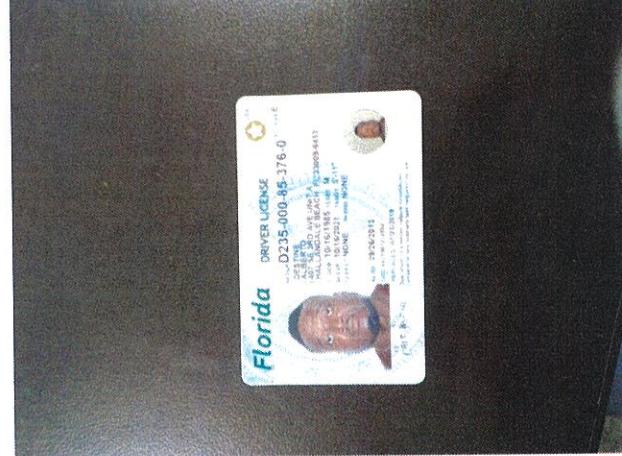
TRACTOR



WHEEL SETS



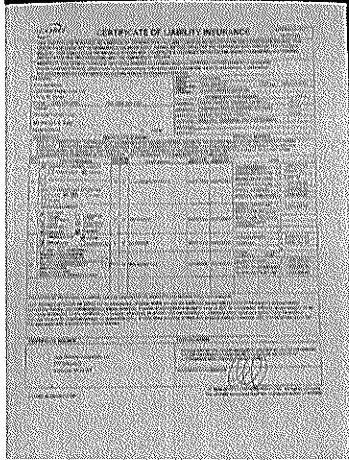
Driver's license





63348  
DRAI0010  
2000

Insurance Certificate



# Exhibit

# 2



Rental Contract:  
Customer Code:  
Branch #:

62144  
DRAI0010  
2000

## RENTAL CONTRACT

### Invoice To:

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

### Ship To:

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169  
JOHNNY  
305-924-6970  
305-924-6970

### INFORMATION

Start Date:	9/22/2020	Payment Method:	Johnny Joseph	PO Number:
Est. Off Rental Date:		Deposit:	\$0.00	Salesman:
Model:	Rental Date: 9/22/2021	Customer DOT #:	3394203	Ordered By: JUSMOSHER
Type:	COMB			Taken By:
Delivery/Pick Up:	<input checked="" type="checkbox"/> Customer Pickup/Return	<input type="checkbox"/> Drive Away Service	<input type="checkbox"/> Drive Away Charges (each way): _____	
Renting Motor Carrier is Engaged in Interstate Transport: <input type="checkbox"/>				
Renting Motor Carrier is Transporting Hazardous Materials in the Rented Commercial Vehicle: <input type="checkbox"/>				

### DETAILS

Qty.	Item No.	Description	Day Rate	Weekly Rate	Monthly Rate
	14843	2100P	\$850.00	\$2,200.00	\$5,000.00

### Notes:

Last Service: Date: 2019-11-07 Hours: 2651 Last DOT Inspection: Date: 2020-09-21

### INSURANCE REQUIREMENTS

Valid Blanket Certificate on File  Customer Required to Furnish Certificate

Insurance Exp. 2021-08-07

The following information must be listed on non-bankert certificates, see Minimum Requirements and example certificate for more information

Chassis VIN #: 1NKZL40X0JJ198589 Year: 2018

\*\* Rental Unit Customer Responsibilities \*\*

Qualified/Trained Operator  
Maintain IFTA Requirements  
Maintain Valid Insurance  
Flat Tires  
Lubrication/Mfg. Recommended Maintenance  
Emptying and Washout of Debris Tank  
Damage/Abuse  
Refueling Tank  
General Clean Up -  
Customer to Display Own DOT #  
Wearable Items

I have read and understand the Rental Terms and Conditions. It is further understood that this agreement is not considered valid until accepted and approved by Jack Doheny Company's Michigan Corporate Offices

Date Out: 2020-09-21

Signature:

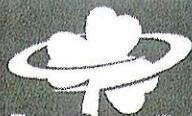
Name (Printed):

*Johnny Joseph*

Date In:

Signature:

Name (Printed):



**Jack Doheny**  
COMPANY

Rental Contract:  
Customer Code:  
Branch #:

62144  
DRAI0010  
2000

Unit # 14843

Make/Model Rental Date: 9/22/2021 2100P

S/N 17-08V-16904

Appearance	Delivery		Return	
	Clean	Dirty	Clean	Dirty
Cab (Inside)	✓			
Debris Body (Inside)	✓			
Unit Exterior	✓			
Cyclone's	✓			
Hose Reel	✓			
Fuel Level	E 1/8	1/4	3/8	1/2
DEF Level	E 1/8	1/4	3/8	1/2
	5/8	3/4	5/8	3/4
	7/8	F	7/8	F
Accessories/Attachments	✓	Qty.	✓	Qty.
Manuals	✓	1		
Triangle Kit	✓	1		
Fire Extinguisher	✓	1		
Log Book	✓	1		
Log Book Filled Out (Return Only)				
Dig Tube	✓	1		
Catch Basin Tube	✓	1		
5 Ft. Aluminum Tube	✓	2		
3 Ft. Aluminum Tube	✓	1		
Tubing Clamps	✓	4		
Pendant Control / Wireless Remote	✓	Both		
Wireless Remote Auxiliary Cable	✓	1		
Spotlight	✓	1 regular		
Tiger Tail	✓	New		
Hydrant Wrench	✓	1		
Water Fill Hose	✓	1		
Drain Lay Flat Hose	✓	1		
Pump Off Hose	✓	1		
Wash Down Gun W/Hose	✓	2		
Jet Nozzles	✓	4		
Nozzle Skids	✓	2		
Earthquaker Gun W/Hose	✓	1		
Dig Lance / Extension (Water/Air)	✓	1 gun 3 lance		
Dig Nozzles (Water/Air)	✓	4		
Caps / Plugs	✓	All		
Reducers - Size				
Hood Prop Rod				
Rear Door Prop Hook Pole	✓	1		

Check out completed by: Justin mosher

Check in completed by:

**\*\* Rental Unit Customer Responsibilities\*\***

Qualified/Trained Operator - Maintain IFTA Requirements - Maintain Valid Insurance - Flat Tires - Lubrication/Mfg. Recommended Maintenance Emptying and Washout of Debris Tank - Damage/Abuse - Refueling Tank - General Clean Up - Customer Required to Display Own DOT #

\*\* Note: The return inspection is a visual inspection only!  
A complete inspection will be performed by a qualified technician.

(3) Note: Additional Charges to Follow  
(Damage/Cleaning/IFTA/Missing Items)

I hereby state that I am authorized to accept this equipment on behalf of the company listed as "Customer" above and will ensure all requirements and responsibilities are adhered to.

2020-09-21

Delivery Signature and Date

Return Signature and Date



Rental Contract:  
Customer Code:  
Branch #:

62144  
DRAI0010  
@BranchNumber@

## DPF / REGEN Policy and Agreement

Customer DRAINAGE PARTNERS LLC Unit # 14843 Date 09/21/120

In the cab of the rental truck that you have received from us you will find the DPF (Diesel Particulate Filter) Regen procedures, these procedures are clearly marked and in a red folder. All 2008 and newer chassis' are equipped with "next generation emissions" that require Ultra Low Sulfur Diesel Fuel and also the operator to periodically clean or "regenerate" the DPR filter from soot build-up utilizing the ATS (After Treatment System) incorporated on the truck. This process will happen automatically in many cases especially when the unit is driven down the road for any extended period of time. In instances where this does not occur there may be a need for the operator to cycle the automated ATS system, a warning light will indicate this. The supplied *should be read and understood by all operators of this truck* so they understand what they must do should the truck warn them of a DPS Filter build up that requires initiating the ATS cleaning system.

**\*\*\*WARNING\*\*\* If the truck goes into a DPF build up warning situation and the operator does not initiate the automated ATS cleaning system, the truck will begin to de-rate power and will eventually shut down. If this occurs the truck will have to be towed to the appropriate chassis dealer for repairs.**

**\*\*\*\*\*Your company will be responsible for all of these costs\*\*\*\*\***

It is strongly suggested you clearly and completely understand the DPF/Regen warnings and the regeneration process fully prior to leaving with this truck. Should you or any of your operators have questions regarding this process and what is necessary or required, ask prior to leaving with the truck or call our rental or service department at any of our branch locations listed at the top of this page for clarification and/or explanation.

By signing below I acknowledge that I am authorized to sign this agreement on behalf of the company listed above and agree to abide by this policy. I further understand failure to adhere to these procedures may result in additional repair and/or towing charges to be assessed to my company.

Printed Name

*Johnny J*

Signature & Date

2020-09-21



Rental Contract:  
Customer Code:  
Branch #:

62144  
DRAI0010  
@BranchNumber@

## IFTA Mileage and Fuel Reporting Policy

In accordance with our Rental Agreement, one of the services we provide your company is the quarterly reporting of all fuel taxes and miles driven in each state. In order to comply with IFTA regulations, we must be provided with timely and accurate trip reports. This means that we must have trip reports and fuel receipts (or fuel logs if your fuel comes from your bulk tank) that are consistent with these IFTA requirements:

- The ending odometer reading for one trip must also be the beginning odometer reading on the next trip. If this does not occur, it will cause a number of "missing miles" that still must be reported and taxed.
- Miles that are incurred that are not over the road miles should be recorded as "in plant or off highway use" mileage.
- If you leave the state in which your truck is domiciled, odometer readings must be recorded at each state line.
- All fuel receipts and/or fuel logs must be turned in with trip reports.

**\*\*NOTE: If your records are not in this format, we will be required to bill those customers at 50 cents per mile for each missing mile and/or fuel receipt. This is necessary in order to pay the taxes and penalties incurred for having inaccurate, incomplete records.**

The previous months trip reports are due by the 10th of the following month. We will be happy to provide you with the necessary blank trip reports for your drivers to keep with them and complete.

All mileage logs must be sent to this office via US mail, email or fax no later than the 10th day of the following month or at the time of rental return.

**Jack Doheny Companies**  
777 Doheny Ct.  
Northville, MI 48167  
ATTN: IFTA Fuel Reporting Fax:  
(248) 374-4259  
fleet@dohenycompanies.com

I agree to adhere to the above policy and acknowledge that failure to do so will result in additional charges incurred.

DRAINAGE PARTNERS LLC

Company Name \_\_\_\_\_

Unit # 14843

Printed Name *John*

*Johnd* Signature & Date

2020-09-21



Rental Contract:

Customer Code:

Branch #:

62144  
DRAI0010  
@BranchNumber@

## Tank Preparation Protocol

Jack Doheny Companies appreciates the opportunity to fulfill your service/rental requirements. To facilitate speed and quality of rental returns and / or repairs, JDC requires the following **Tank Preparation Protocol**.

**Any rental unit that has hauled product of any kind must be decontaminated.** A clean tank slip is required if done by a certified decontamination facility. If performed in house, a statement on company letterhead is required, detailing the material hauled and confirmation the unit was cleaned and certified by signature of using company supervisor.

**An MSDS is required upon return of any unit that contained any industrial waste or hazardous material**

- For equipment entering JDC / VTC property, there is ZERO TOLERANCE for any hazardous material on board. Such units will be deemed "HOT" and customer cleaning is mandated. Units turned away are **Kept on Rent** until the unit passes inspection and a clean tank slip is provided.

### Cleaning Required:

Inside of the debris tank  
 Rear door valves and stand pipe  
 Cyclones, baghouse, and dump tubes if applicable  
 All drains including cyclone, baghouse, blower silencers, and vane pump moisture trap drains MUST be opened, drained, and cleaned prior to arrival  
 Rear door, rear bumper, hose trays and toolboxes MUST be cleaned of product residue  
 Detachable vacuum hoses MUST be removed prior to arrival. JDC/VTC **will not** dispose of used hoses

**IF WORKING WITH KNOWN HAZARDOUS, DRY MATERIAL USING A BAGHOUSE UNIT**

- All HEPA / NON HEPA blower filters and filter bags must be removed prior to return
- Decontamination by a certified environmental remediation firm is required. Air monitor and swab test results are required upon return certifying the unit as clean
- All filters and filter bags will be replaced at customers cost

### Driver's Responsibilities:

**Driver cannot leave the premises until inspection is complete**

Inspection will include:

Checking rear door valves  
 Opening rear door and inspecting inside  
 All drains will be opened and inspected for residual debris  
 Cyclones, baghouses, dump tubes will be opened and  
 inspected  
 Enclosed cabinets and toolboxes will be opened  
 and inspected

If you have any questions, please contact your local Jack Doheny Companies / Vacuum Trucks of Canada branch.

Thank you.

Jack Doheny Companies / Vacuum Trucks of Canada

Customer Signature

Date

2020-09-21



**Jack Doheny**  
COMPANY

Rental Contract:

62144

Customer Code:

DRAI0010

Branch #:

@BranchNumber@

## RENTAL TERMS AND CONDITIONS

Lessor rents to lessee the equipment described on the rental agreement dated on or about the date hereof and subject to the provisions herein. Lessee refers to the person signing this agreement, his employer or partner, and any other person or organizations to whom charges are to be billed, all of whom shall be jointly and severally liable hereunder.

**OWNERSHIP** - The equipment is the property of lessor and is to be returned to the place where rented at the end of the rental term, in the same general condition as when received, excepting ordinary wear and tear. If lessor fails to make any payment when due, attempts to sell or encumber the equipment, ceases operation, institutes or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this rental agreement; or if any attachment, execution, writ or process is levied against the equipment or any of lessor's property, or if for any reason lessor deems itself insecure or the equipment unsafe, lessee agrees to deliver the equipment to lessor on demand and lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to lessee and this rental agreement shall thereupon terminate at the option of the lessor. In the event of any such action, lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the equipment, costs of removal from the lessor's possession and all transportation and other charges incurred. If legal action is required to enforce lessor's obligation hereunder, lessee agrees to pay the costs thereof including reasonable attorney's fees paid by lessor.

**TERMS** - Lessee shall pay all rental, time, mileage, service, transportation, refueling and other charges in accordance with this agreement, all sales and use taxes and expenses. Billing is on standard 28 day billing cycle, with incremental billing. Daily rates apply between 0 to 3 days, Weekly rates apply from 4 days up to 3 week terms and Monthly rates (using a 28 days standard) for all other periods. If the rental unit is not returned by end of the 28th day of the agreement then this unit will automatically renew to a new 28 day agreement, and continue renewing on a new 28 day agreement every 28 days until returned. Stipulated rates entitle lessee to 8 hrs/day, 40 hrs/week, 176 hrs/month of operation. Excess usage will be prorated from the stipulated rental rates and this, plus taxes, will be charged. All Lessor shall have a lien, as allowed by law, for charges incurred hereunder upon premises and improvements upon which equipment is employed. Rentals are payable to the office shown on this agreement unless otherwise specified. Lessee pays all shipping, loading, unloading, assembling and dismantling expense. The Lessee hereby agrees to pay all collection and legal fees if such action is necessary.

**USE** - Equipment shall be used solely in customer's business, and only within its rated capacity by competent personnel in a safe and careful manner. Equipment shall not be used: to carry persons for hire; to carry persons other than drivers or helpers employed by lessee (and these shall be carried within the cab) and then only if such carriage is lawful; to transport property for hire unless lessee obtains all necessary permits and licenses in violation of any law or ordinance or in any speed contest for the carrying or hauling of explosives or other hazardous material. If equipment is used in violation of the paragraph, or is obtained from lessor by fraud or misrepresentation, or if used in furtherance of any illegal purpose, all use of equipment is without lessor's permission.

**Maintenance** - Lessee shall perform and pay for all normal periodic service, adjustments and lubrication of equipment before each shift such as checking and maintaining proper levels in crankcase, transmissions, final drives, elevator gear box, radiator, tire pressure and batteries; in accordance with the supplied service and operation manuals. If equipment fails to operate properly or it needs repair, lessee shall cease using immediately and notify lessor.

**INSURANCE** - Lessee will purchase and maintain in force during the time this agreement is in effect, insurance policies in at least the amounts listed below, covering the equipment between the time of delivery thereof to lessor and return to lessor for disposition. Said insurance shall be written by an insurance company or companies of adequate financial responsibility maintain an AM Best Rating of at least A-, Class VIII or higher acceptable to lessor, insuring lessee against any loss, damage, claims, suits, actions or liability, caused by or occasioned by or arising from any use of the equipment by or negligence of lessor or any of lessor's agents, servants, visitors, licensees or employees during the lease term. The insurance shall by endorsement name lessor as an additional insured and loss payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to lessor at least thirty (30) days' notice in writing of proposed cancellation, modification or alteration of any said insurance.

Type	Amount
Commercial General Liability	\$1,000,000 per occurrence, with a general aggregate of \$2,000,000.
Products - Completed Operations Aggregate Automobile Liability	\$2,000,000
Excess/Umbrella Liability	\$1,000,000
Workers' Compensation/Employers Liability	\$1,000,000 each occurrence
E.L. Each Accident	
E.L. Disease - EA Employee	\$500,000
E.L. Disease - Policy Limit	\$500,000
	\$500,000

JDC to be listed as additional insured for general, auto and umbrella coverages Waiver of subrogation issued in favor of JDC for general, auto and umbrella coverages. Lessee policies are primary and non-contributory JDC is listed as loss payee on the auto policy with respect to rented vehicle(s)

**Auto Physical Damage:** The lessee shall purchase insurance covering the physical damage, up to the highest value of equipment rented from lessor and list lessor as loss payee.

Lessee shall furnish lessor with a copy of the policies referred to above, or other evidence thereof acceptable to lessor. Policies covering the aforementioned fire and theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to lessor and/or lessee as their interests may appear. lessor shall, on demand, furnish lessor a certificate of such insurance which may not be canceled or materially modified except on twenty (20) days prior written notice to lessor. Lessee agrees to abide by the provisions of said policy and to notify lessor and the insurer of any accident or occurrence involving equipment immediately by telephone and thereafter to promptly report to them in writing all information relevant thereto. Lessee, its agents and employees shall cooperate fully with lessor and insurer in the investigation, prosecution and defense of any claim or suit and shall do nothing to impair or invalidate the applicable insurance coverage. lessor's acquiescence in lessee's certificate(s) of insurance shall not be a waiver of lessee's insurance obligations hereunder. Lessee shall also keep the equipment insured for its total present value against any loss or damage through accident, fire, weather, condition, theft or malicious destruction and any other insurable risks. Lessee shall defend, indemnify and hold harmless lessor, its subsidiary and affiliated companies, their officers, agents and employees, against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury, including death and property damage sustained by any person or persons, including but not limited to employees of lessor as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of equipment, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of lessor, employees or agents of lessor or any other person.

**REGULATIONS** - Lessee shall, at his expense, comply with all local, state and federal laws and regulations affecting equipment and its use, operation, erection, dismantling and transportation, including all federal and local requirements or regulations.

**RENTAL CONTRACT** - This is a rental contract only and lessee cannot assign it. Lessee is not an agent or employee of lessor for any purpose. Lessee shall not suffer any liens or incumbrances to attach to equipment and shall be liable for loss or damage to any property left, stored, loaded or transported by lessee or any other person in or upon equipment, whether or not due to the negligence of lessor, its agents and employees: (a) at any time whether equipment then be in the physical possession of lessor or lessor or anyone else; (b) or at any place including without limitation any of lessor's garages or locations. Lessee hereby assumes all risk of such loss or damage, from and against all loss, liability and expense caused or arising out of lessee's failure to comply with the terms of the agreement.

**RECOVERY** - lessor shall have the right to issue and circulate that notices, cause warrants to be issued for the taking into custody of lessee, his agent, partner or employee, and/or take any other steps which lessor shall reasonably deem necessary to recover equipment if it is not returned at the time specified herein, or sooner as permitted by the terms of this agreement. Lessee hereby releases and agrees to indemnify lessor against all claims for damages or losses which lessor or any other party may sustain as a result of any action taken by lessor under the preceding sentence. All charges are subject to final audit.

**LOSS** - In the event of loss, theft or damage to equipment, lessor agrees to notify lessor immediately by telephone, and thereafter to promptly report in writing to lessor and the public authorities (where required by law or by lessor) all information relating thereto. Lessee shall cause its agents and employees to give lessor and the public authorities proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft or damage.

**REPAIRS** - When provided to lessee, equipment is believed to be in good mechanical condition. Lessee shall examine equipment upon delivery and promptly notify lessor of any evidence to the contrary, if, during lessee's use of the equipment during the term of this agreement, or any extensions thereof, equipment is found not to be in good mechanical condition as a result of conditions not the responsibility of or caused by the fault or negligence of lessor, its employees or agents (including but not limited to a failure of lessor to service, adjust and lubricate equipment) lessee will notify lessor who at its option will (a) repair or suitably replace equipment (within a reasonable time during lessor's normal working hours, the commencement or renewing of the terms of this agreement to be tolled for the period equipment is down or, (b) remove equipment and terminate this agreement by refund prepayments of rental charges; if any, for the unexpired agreement term, less whatever is due lessor for damage to or maintenance of equipment which is lessor's responsibility. lessor agrees to provide full access to equipment to lessor's representatives so as to enable lessor to meet its responsibilities hereunder.

Conversely, repairs required as a result of damage, improper operation, or maintenance will be charged to lessee and rental will continue until repairs are completed. Unless this agreement is accompanied by a separate tire or track wear agreement, lessee will be responsible and charged for cuts, tears, punctures, bruises and separation of tires or unusual wear or damage to tracks. In this regard, any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to lessee.

Notwithstanding the previous paragraphs, lessee agrees to indemnify lessor its subsidiaries and affiliated companies and their officers, agents and employees to the extent provided in the other terms and conditions of this agreement.

**THE FOREGOING IS IN LIEU OF** (A) ALL WARRANTIES EXPRESS IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT.

Any failure of performance by lessor which is due to causes beyond lessor's control, including but not limited to acts of civil or military authority, acts of God, labor difficulties, failure of transportation, and delays of supplies not deemed to be a default by lessor.

**INTEREST** - invoices unpaid within the terms of lessor's invoice will accrue interest at the rate of 18% per annum. The lessee agrees to pay any non-sufficient fund charges as allowed by law in the event of a returned check.

**REFUELING** - lessee agrees to return equipment with the same amount of fuel as when rental began, otherwise lessee will be charged for refueling upon return.

**CARTAGE** - If lessor arranges transportation of equipment on behalf of lessee, lessor is not responsible in any way for delays in arrival/pick up dates or times.

**COMPLETE AGREEMENT** - This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and/or acceptance of delivery of any part or equipment to be furnished hereunder will constitute lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by lessee or contained in lessee's purchase documents which conflict with or limit the provisions contained herein.

### ADDITIONAL TERMS & CONDITIONS

This lessor cooperates with all Federal, State and local enforcement officials nationwide to provide the identity of customers who operate this CMV. The rental agreement entered into by the lessor and the renting motor carrier is carried on the rental commercial vehicle for the full term of the rental agreement.

Where applicable, customer is responsible for all applicable TX rental tax, if the rental agreement is ended early. There will be no penalties/fees for returning equipment early.

2020-09-21

SIGNATURE &amp; DATE :

Tax Rates	Time Frame
10%	1 - 30 days
6.25%	31 - 180 days
.0%	181+



**Jack Doheny**  
COMPANY

Rental Contract: 62144  
Customer Code: DRAI0010  
Branch #: @BranchNumber@

## Notes Check Out



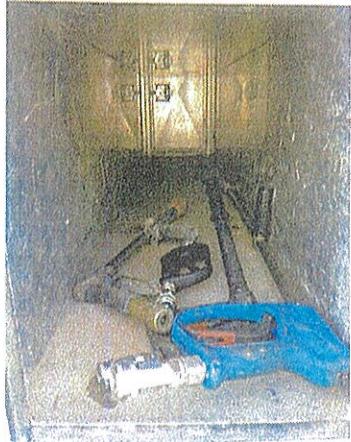
62144  
DRAI0010  
@BranchNumber@

### Picture Out

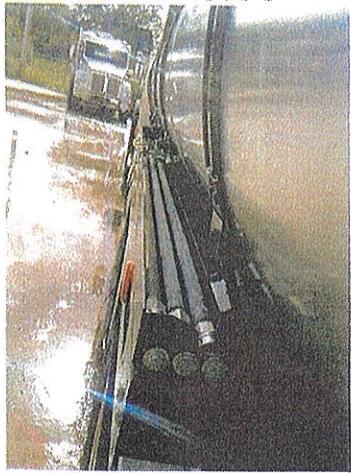
FRONT



ADDITIONAL PHOTO 4



ADDITIONAL PHOTO 6



REAR



ADDITIONAL PHOTO 5



ADDITIONAL PHOTO 7





62144  
DRAI0010  
@BranchNumber@

ADDITIONAL PHOTO 8



ADDITIONAL PHOTO 10



ADDITIONAL PHOTO 12



ADDITIONAL PHOTO 9



ADDITIONAL PHOTO 11



ADDITIONAL PHOTO 13





62144  
DRAI0010  
@BranchNumber@

DRIVER'S SIDE



ADDITIONAL PHOTO 14



PASSENGER'S SIDE



CAB CONDITION



INSIDE TANK



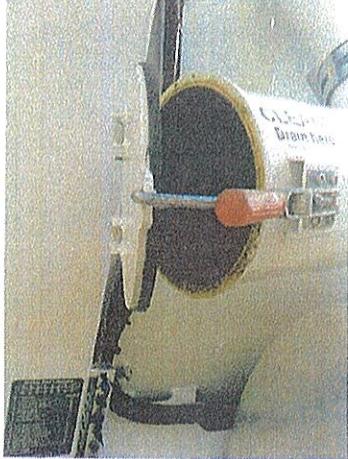
CYCLONE



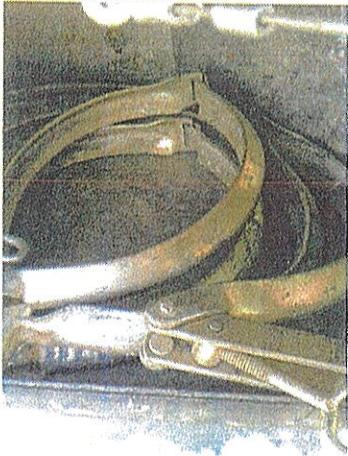


62144  
DRAI0010  
@BranchNumber@

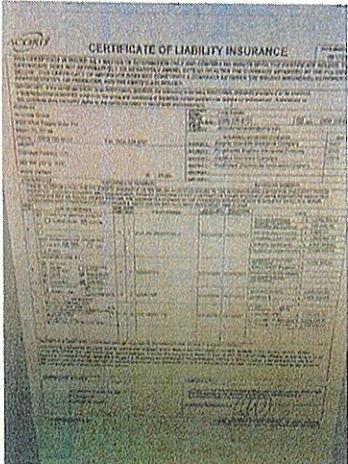
ADDITIONAL PHOTO 1



ADDITIONAL PHOTO 3



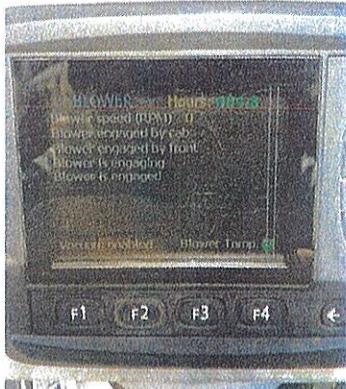
Insurance Certificate



ADDITIONAL PHOTO 2



Driver's license



# Exhibit

3



Rental Contract: 62369  
 Customer Code: DRAI0010  
 Branch #: 2000

## RENTAL CONTRACT

### Invoice To:

DRAINAGE PARTNERS LLC  
 285 NW 199TH ST  
 MIAMI FL 33169

### Ship To:

DRAINAGE PARTNERS LLC  
 285 NW 199TH ST  
 MIAMI FL 33169  
 JOHNNY JOSEPH  
 305-924-6970  
 305-924-6970

### INFORMATION

Start Date:	10/8/2020	Payment Method:	PO Number:
Est. Off Rental Date:		<input checked="" type="checkbox"/> Deposit:	9500.00
Model:	Rental Date: 4/8/2021	Customer DOT #:	Salesman: JUSMOSHER
Type:	CATR	3394203	Ordered By: Johnny Joseph
Delivery/Pick Up:	<input checked="" type="checkbox"/> Customer Pickup/Return <input type="checkbox"/> Drive Away Service	Taken By:	<input type="checkbox"/> Drive Away Charges (each way): _____
Renting Motor Carrier is Engaged in Interstate Transport: <input type="checkbox"/>			
Renting Motor Carrier is Transporting Hazardous Materials in the Rented Commercial Vehicle: <input type="checkbox"/>			

### DETAILS

Qty.	Item No.	Description	Day Rate	Weekly Rate	Monthly Rate
	18042	MAINLINE-STD	\$1,100.00	\$3,900.00	\$10,500.00

**Notes:** 6 month RTP at 9000 per month & a 1500 monthly penalty is due upon surrender or return of the unit if buyout isn't exercised

Last Service: Date: N/A Hours: 0 Last DOT Inspection: Date: 2020-09-01

### INSURANCE REQUIREMENTS

Valid Blanket Certificate on File       Customer Required to Furnish Certificate

Insurance Exp. 2021-08-07

The following information must be listed on non-bankert certificates, see Minimum Requirements and example certificate for more information

Chassis VIN #: 1FDXE4FN5MDC01915 Year: 2020

Equipment Replacement Value: \_\_\_\_\_

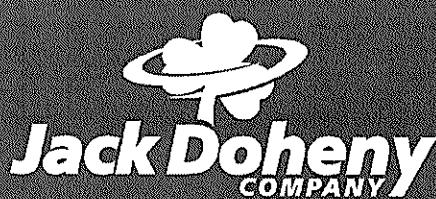
UNIT INFO	OUT	IN
Chassis Mileage	1463	
Engine Hours	1.1	
Blower Hours	0	

**\*\* Rental Unit Customer Responsibilities \*\***  
 Qualified/Trained Operator  
 Maintain IFTA Requirements  
 Maintain Valid Insurance  
 Flat Tires  
 Lubrication/Mfg. Recommended Maintenance  
 Emptying and Washout of Debris Tank  
 Damage/Abuse  
 Refueling Tank  
 General Clean Up -  
 Customer to Display Own DOT #  
 Wearable Items

I have read and understand the Rental Terms and Conditions. It is further understood that this agreement is not considered valid until accepted and approved by Jack Doheny Company's Michigan Corporate Offices

Date Out: 2020-10-08 Signature:  Name (Printed): MICHAEL BONTEMPS

Date In: \_\_\_\_\_ Signature: \_\_\_\_\_ Name (Printed): \_\_\_\_\_



Rental Contract:  
Customer Code:  
Branch #:

62369  
DRAI0010  
2000

Unit # 18042

Make/Model Rental Date: 4/8/2021

S/N 1FDXE4FN5MDC01915

<u>Appearance</u>	Clean	Delivery	Clean	Return	Dirty
	✓	✓		✓	
Cab (Inside)	✓				
Debris Body (Inside)		✓			
Unit Exterior	✓				
Cyclone's		✓			
Hose Reel	✓				
Fuel Level	E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F		E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F		
DEF Level	X 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F		E 1/8 1/4 3/8 1/2 5/8 3/4 7/8 F		
<b>Accessories/Attachments</b>	✓	Qty.	✓	Qty.	

Check out completed by: Justin mosher

Check in completed by:

<b>** Rental Unit Customer Responsibilities**</b> Qualified/Trained Operator - Maintain IFTA Requirements - Maintain Valid Insurance - Flat Tires - Lubrication/Mfg. Recommended Maintenance Emptying and Washout of Debris Tank - Damage/Abuse - Refueling Tank - General Clean Up - Customer Required to Display Own DOT #	<b>** Note:</b> The return inspection is a visual inspection only! A complete inspection will be performed by a qualified technician.
___✓___(3) Note: Additional Charges to Follow (Damage/Cleaning/IFTA/Missing Items)	

I hereby state that I am authorized to accept this equipment on behalf of the company listed as "Customer" above and will ensure all requirements and responsibilities are adhered to.

2020-10-08

Delivery Signature and Date

**Return Signature and Date**



Rental Contract:  
Customer Code:  
Branch #:

62369  
DRAI0010  
2000

## **DPF / REGEN Policy and Agreement**

Customer DRAINAGE PARTNERS LLC Unit # 18042 Date 10/08/120

In the cab of the rental truck that you have received from us you will find the DPF (Diesel Particulate Filter) Regen procedures, these procedures are clearly marked and in a red folder. All 2008 and newer chassis' are equipped with "next generation emissions" that require **Ultra Low Sulfur Diesel Fuel** and also the operator to periodically clean or "regenerate" the DPR filter from soot build-up utilizing the ATS (After Treatment System) incorporated on the truck. This process will happen automatically in many cases especially when the unit is driven down the road for any extended period of time. In instances where this does not occur there may be a need for the operator to cycle the automated ATS system, a warning light will indicate this. The supplied *should be read and understood by all operators of this truck* so they understand what they must do should the truck warn them of a DPS Filter build up that requires initiating the ATS cleaning system.

**\*\*\*WARNING\*\*\* If the truck goes into a DPF build up warning situation and the operator does not initiate the automated ATS cleaning system, the truck will begin to de-rate power and will eventually shut down. If this occurs the truck will have to be towed to the appropriate chassis dealer for repairs.**

**\*\*\*\*\*Your company will be responsible for all of these costs\*\*\*\*\***

It is strongly suggested you clearly and completely understand the DPF/Regen warnings and the regeneration process fully prior to leaving with this truck. Should you or any of your operators have questions regarding this process and what is necessary or required, ask prior to leaving with the truck or call our rental or service department at any of our branch locations listed at the top of this page for clarification and/or explanation.

By signing below I acknowledge that I am authorized to sign this agreement on behalf of the company listed above and agree to abide by this policy. I further understand failure to adhere to these procedures may result in additional repair and/or towing charges to be assessed to my company.

MICHAEL BONTEMPS

Printed Name

2020-10-08

Signature & Date



Rental Contract:  
Customer Code:  
Branch #:

62369  
DRAI0010  
2000

## **IFTA Mileage and Fuel Reporting Policy**

In accordance with our Rental Agreement, one of the services we provide your company is the quarterly reporting of all fuel taxes and miles driven in each state. In order to comply with IFTA regulations, we must be provided with timely and accurate trip reports. This means that we must have trip reports and fuel receipts (or fuel logs if your fuel comes from your bulk tank) that are consistent with these IFTA requirements:

- The ending odometer reading for one trip must also be the beginning odometer reading on the next trip. If this does not occur, it will cause a number of "missing miles" that still must be reported and taxed.
- Miles that are incurred that are not over the road miles should be recorded as "in plant or off highway use" mileage.
- If you leave the state in which your truck is domiciled, odometer readings must be recorded at each state line.
- All fuel receipts and/or fuel logs must be turned in with trip reports.

**\*\*NOTE: If your records are not in this format, we will be required to bill those customers at 50 cents per mile for each missing mile and/or fuel receipt. This is necessary in order to pay the taxes and penalties incurred for having inaccurate, incomplete records.**

The previous month's trip reports are due by the 10th of the following month. We will be happy to provide you with the necessary blank trip reports for your drivers to keep with them and complete.

All mileage logs must be sent to this office via US mail, email or fax no later than the 10th day of the following month or at the time of rental return.

**Jack Doheny Companies**  
777 Doheny Ct.  
Northville, MI 48167  
ATTN: IFTA Fuel Reporting Fax:  
(248) 374-4259  
fleet@dohenycompanies.com

I agree to adhere to the above policy and acknowledge that failure to do so will result in additional charges incurred.

Company Name DRAINAGE PARTNERS LLC

Unit # 18042

MICHAEL BONTEMPS

2020-10-08

Printed Name

Signature & Date



Rental Contract:  
Customer Code:  
Branch #:

62369  
DRAI0010  
2000

## RENTAL TERMS AND CONDITIONS

Lessor rents to lessee the equipment described on the rental agreement dated on or about the date hereof and subject to the provisions herein. Lessee refers to the person signing this agreement, his employer or partner, and any other person or organizations to whom charges are to be billed, all of whom shall be jointly and severally liable hereunder.

**OWNERSHIP** - The equipment is the property of lessor and is to be returned to the place where rented at the end of the rental term. In the same general condition as when received, excepting ordinary wear and tear. If lessee fails to make any payment when due, attempts to sell or encumber the equipment, ceases operation, institutes or has instituted against him proceedings under bankruptcy or insolvency law, makes an assignment for the benefit of creditors, or fails to comply with any other provision of this rental agreement; or if any attachment, execution, writ or process is levied against the equipment of any of lessee's property, or if for any reason lessor deems itself insecure or the equipment unsafe, lessee agrees to deliver the equipment to lessor on demand and lessor may enter on any job, building or place where the equipment is located and take possession thereof without notice to lessee and this rental agreement shall thereupon terminate at the option of the lessor. In the event of any such action, lessee agrees to pay all guaranteed rentals and all other rentals due, damages for any injury to the equipment, costs of removal from the lessee's possession and all transportation and other charges incurred. If legal action is required to enforce lessor's obligation hereunder, lessee agrees to pay the costs thereof including reasonable attorney's fees paid by lessor.

**TERMS** - Lessee shall pay all rental, time, mileage, service, transportation, refueling and other charges in accordance with this agreement, all sales and use taxes and expenses. Billing is on standard 28 day billing cycle, with incremental billing. Daily rates apply between 0 to 3 days. Weekly rates apply from 4 days up to 3 week terms and Monthly rates (using a 28 days standard) for all other periods. If the rental unit is not returned by end of the 28th day of the agreement then this unit will automatically renew to a new 28 day agreement, and continue renewing on a new 28 day agreement every 28 days until returned. Stipulated rates entitle lessee to 8 hrs/day, 40 hrs/week, 176 hrs/month of operation. Excess usage will be prorated from the stipulated rental rates and this, plus taxes, will be charged. All Lessor shall have a lien, as allowed by law, for charges incurred hereunder upon premises and improvements upon which equipment is employed. Rentals are payable to the office shown on this agreement unless otherwise specified. Lessee pays all shipping, loading, unloading, assembling and dismantling expense. The Lessee hereby agrees to pay all collection and legal fees if such action is necessary.

**USE** - Equipment shall be used solely in customer's business, and only within its rated capacity by competent personnel in a safe and careful manner. Equipment shall not be used: to carry persons for hire; to carry persons other than drivers or helpers employed by lessor (and these shall be carried within the cab) and then only if such carriage is lawful; to transport property for hire unless lessee obtains all necessary permits and licenses in violation of any law or ordinance or in any speed contest for the carrying or hauling of explosives or other hazardous material. If equipment is used in violation of the paragraph, or is obtained from lessor by fraud or misrepresentation, or if used in furtherance of any illegal purpose, all use of equipment is without lessor's permission.

**Maintenance** - Lessee shall perform and pay for all normal periodic service, adjustments and lubrication of equipment before each shift such as checking and maintaining proper levels in crankcase, transmissions, final drives, elevator gear box, radiator, tire pressure and batteries; in accordance with the supplied service and operation manuals. If equipment fails to operate properly or it needs repair, lessee shall cease using immediately and notify lessor.

**INSURANCE** - Lessee will purchase and maintain in force during the time this agreement is in effect, insurance policies in at least the amounts listed below, covering the equipment between the time of delivery thereof to Lessee and return to Lessor for disposition. Said insurance shall be written by an insurance company or companies of adequate financial responsibility maintain an AM Best Rating of at least A, Class VIII or higher acceptable to Lessor, insuring Lessee against any loss, damage, claims, suits, actions or liability, caused by or occasioned by or arising from any use of the equipment by or negligence of Lessee or any of Lessee's agents, servants, visitors, licensees or employees during the lease term. The insurance shall by endorsement name Lessor as an additional insured and loss payee. Such endorsement or endorsements shall provide in each case that said insurance company or companies shall give to lessor at least thirty (30) days' notice in writing of proposed cancellation, modification or alteration of any said insurance.

Type	Amount	
Commercial General Liability	\$1,000,000 per occurrence, with a general aggregate of \$2,000,000.	
Products - Completed Operations Aggregate Automobile Liability	\$2,000,000	
Excess/Umbrella Liability	\$1,000,000	
Workers' Compensation/Employers Liability	\$1,000,000 each occurrence	
E.L. Each Accident	\$500,000	JDC to be listed as additional insured for general, auto and umbrella coverages Waiver of subrogation issued in favor of JDC for general, auto and umbrella coverages Lessee policies are primary and non-contributory
E.L. Disease - EA Employee	\$500,000	JDC is listed as loss payee on the auto policy with respect to rented vehicle(s)
E.L. Disease - Policy Limit	\$500,000	

**Auto Physical Damage:** The Lessee shall purchase insurance covering the physical damage, up to the highest value of equipment rented from Lessor and list Lessor as Loss Payee.

Lessee shall furnish Lessor with a copy of the policies referred to above, or other evidence thereof acceptable to Lessor. Policies covering the aforementioned fire and theft and collision insurance shall bear endorsements to the effect that proceeds thereof shall be payable to Lessor and/or Lessee as their interests may appear. Lessor shall, on demand, furnish lessor a certificate of such insurance which may not be canceled or materially modified except on twenty (20) days prior written notice to lessor. Lessee agrees to abide by the provisions of said policy and to notify Lessor and the insurer of any accident or occurrence involving equipment immediately by telephone and thereafter to promptly report to them in writing all information relevant thereto. Lessee, its agents and employees shall cooperate fully with lessor and insurer in the investigation, prosecution and/or defense of any claim or suit and shall do nothing to impair or invalidate the applicable insurance coverage. Lessor's acquiescence in lessee's certificate(s) of insurance shall not be a waiver of lessee's insurance obligations hereunder. Lessee shall also keep the equipment insured for its total present value against any loss or damage through accident, fire, weather condition, theft or malicious destruction and any other insurable risks. Lessee shall defend, indemnify and hold harmless lessor, its subsidiary and affiliated companies, their officers, agents and employees, against all loss, liability and expense, including reasonable attorney's fees, by reason of bodily injury, including death and property damage sustained by any person or persons, including but not limited to employees of lessee as a result of the maintenance, ownership, use, operation, storage, erection, dismantling, servicing or transportation of equipment, whether such bodily injury, death or property damage are due or claimed to be due to any negligence of lessor, employees or agents of lessor or any other person.

**REGULATIONS** - Lessee shall, at his expense, comply with all local, state and federal laws and regulations affecting equipment and its use, operation, erection, dismantling and transportation, including all federal and local Department of Transportation regulations, licensing and building code requirements and shall defend, indemnify and hold harmless lessor from all loss, liability or expense resulting from actual or asserted violations of such laws, requirements or regulations.

**RENTAL CONTRACT** - This is a rental contract only and lessee cannot assign it. Lessee is not an agent or employee of lessor for any purpose. Lessee shall not suffer any liens or incumbrances to attach to equipment and shall defend, indemnify and hold lessor harmless from all loss, liability and expense by reason thereof. Use of equipment by others than lessee or its employees, approved in writing in advance by lessor, shall be at lessee's sole risk. Lessor shall not be liable for loss or damage to any property left, stored, loaded or transported by lessee or any other person in or upon equipment, whether or not due to the negligence of lessor, its agents and employees: (a) at any time whether equipment then be in the physical possession of lessee or lessor or anyone else; (b) or at any place including without limitation any of lessors garages or locations. Lessee hereby assumes all risk of such loss or damage, from and against all loss, liability and expense caused or arising out of lessee's failure to comply with the terms of the agreement.

**RECOVERY** - Lessor shall have the right to issue and circulate theft notices; cause warrants to be issued for the taking into custody of lessee, his agent, partner or employee, and/or take any other steps which lessor shall reasonably deem necessary to recover equipment if it is not returned at the time specified herein, or sooner as permitted by the terms of this agreement. Lessee hereby releases and agrees to indemnify lessor against all claims for damages or losses which lessee or any other party may sustain as a result of any action taken by lessor under the preceding sentence. All charges are subject to final audit.

**LOSS** - In the event of loss, theft or damage to equipment, lessee agrees to notify lessor immediately by telephone, and thereafter to promptly report in writing to lessor and the public authorities (where required by law or by lessor) all information relating thereto. Lessee shall cause its agents and employees to give lessor and the public authorities' proper and full information and assistance in the investigation and prosecution of any matter resulting from said loss, theft or damage.

**REPAIRS** - When provided to lessee, equipment is believed to be in good mechanical condition. Lessee shall examine equipment upon delivery and promptly notify lessor of any evidence to the contrary, if, during lessee's use of the equipment during the term of this agreement, or any extensions thereof equipment is found not to be in good mechanical condition as a result of conditions not the responsibility of or caused by the fault or negligence of lessee, its employees or agents (including but not limited to a failure of lessee to service, adjust and lubricate equipment) lessee will notify lessor who at its option will (a) repair or suitably replace equipment (within a reasonably time during lessor's normal working hours, the commencement or renewing of the terms of this agreement to be tolled for the period equipment is down or, (b) remove equipment and terminate this agreement by refund prepayments of rental charges; if any, for the unexpired agreement term, less whatever is due lessor for damage to or maintenance of equipment which is lessee's responsibility. Lessee agrees to provide full access to equipment to lessor's representatives so as to enable lessor to meet its responsibilities hereunder.

Conversely, repairs required as a result of damage, improper operation, or maintenance will be charged to lessee and rental will continue until repairs are completed. Unless this agreement is accompanied by a separate tire or track wear agreement, lessee will be responsible and charged for cuts, tears, punctures, bruises and separation of tires or unusual wear or damage to tracks. In this regard, any expenses incurred for field travel, mechanic's time or hauling of equipment to effect repairs will be charged to lessee.

Notwithstanding the previous paragraphs; lessee agrees to indemnify lessor its subsidiaries and affiliated companies and their officers, agents and employees to the extent provided in the other terms and conditions of this agreement.

**THE FOREGOING IS IN LIEU OF (A) ALL WARRANTIES EXPRESS IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTY OF MERCHANTABILITY AND THE IMPLIED WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE; (B) ALL OBLIGATION OR LIABILITIES ON THE PART OF LESSOR FOR DAMAGES, INCLUDING BUT NOT LIMITED TO INDIRECT, INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE LEASING, MAINTENANCE, USE, OPERATION, STORAGE, ERECTION, DISMANTLING OR TRANSPORTATION OF EQUIPMENT**

Any failure of performance by lessor which is due to causes beyond lessor's control, including but not limited to acts of civil or military authority, Acts of God, labor difficulties, failure of transportation, and delays of supplies is not deemed to be a default by lessor.

**INTEREST** - Invoices unpaid within the terms of lessor's invoice will accrue interest at the rate of 18% per annum. The Lessee agrees to pay any non-sufficient fund charges as allowed by law in the event of a returned check.

**REFUELING** - Lessee agrees to return equipment with the same amount of fuel as when rental began, otherwise lessee will be charged for refueling upon return.

**CARTAGE** - If lessor arranges transportation of equipment on behalf of lessee, lessor is not responsible in any way for delays in arrival/ pick up dates or times.

**COMPLETE AGREEMENT** - This instrument expresses the entire agreement between the parties. Lessee's execution of this instrument and/or acceptance of delivery of any part or equipment to be furnished hereunder will constitute lessee's acceptance of the provisions contained herein and the exclusion of any terms and conditions otherwise stated by lessee or contained in lessee's purchase documents which conflict with or limit the provisions contained herein.

### ADDITIONAL TERMS & CONDITIONS

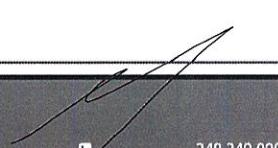
This Lessor cooperates with all Federal, State and local enforcement officials nationwide to provide the identity of customers who operate this CMV. The rental agreement entered into by the lessor and the renting motor carrier is carried on the rental commercial vehicle for the full term of the rental agreement.

Where applicable, customer is responsible for all applicable TX rental tax, if the rental agreement is ended early. There will be no penalties/fees for returning equipment early.

Tax Rates	Time Frame
10%	1 - 30 days
6.25%	31 - 180 days
0%	181+

2020-10-08

SIGNATURE & DATE : \_\_\_\_\_

  
248.349.0904  
info@dohenycompany.com  
dohenycompany.com



Rental Contract:  
Customer Code:  
Branch #:

62369  
DRAI0010  
2000

## Notes Check Out



62369  
DRAI0010  
2000

## Picture Out

FRONT



ADDITIONAL PHOTO 2



ADDITIONAL PHOTO 4



REAR



ADDITIONAL PHOTO 3



ADDITIONAL PHOTO 5





62369  
DRAI0010  
2000

ADDITIONAL PHOTO 6



ADDITIONAL PHOTO 8



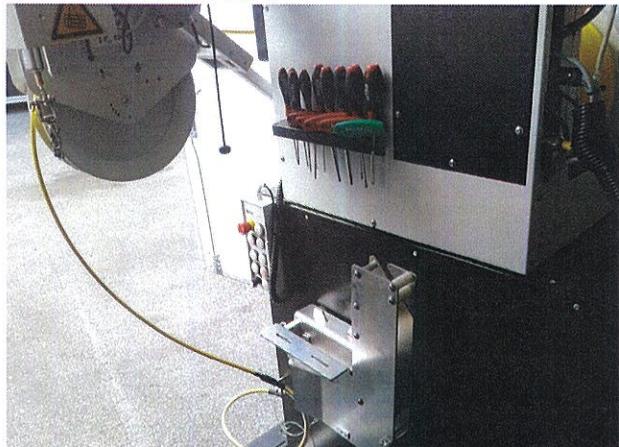
ADDITIONAL PHOTO 10



ADDITIONAL PHOTO 7



ADDITIONAL PHOTO 9



ADDITIONAL PHOTO 11



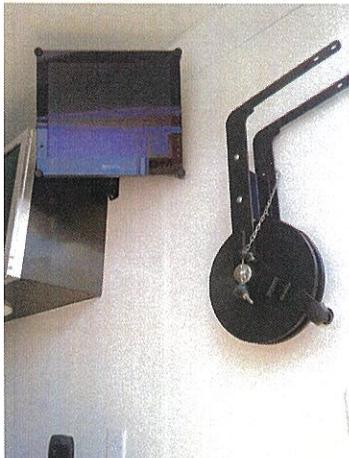


62369  
DRAI0010  
2000

DRIVER'S SIDE



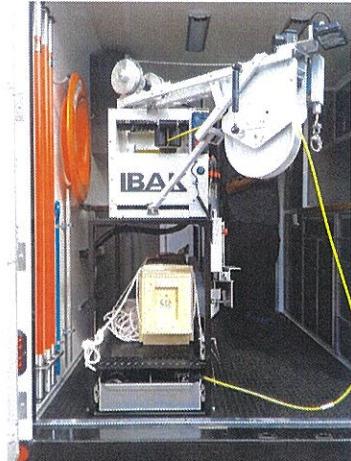
ADDITIONAL PHOTO 13



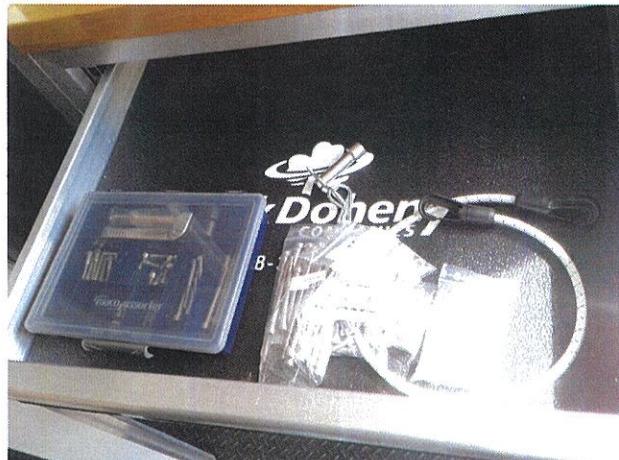
PASSENGER'S SIDE



ADDITIONAL PHOTO 12



ADDITIONAL PHOTO 14



CAB CONDITION





62369  
DRAI0010  
2000

REEL/CABLE



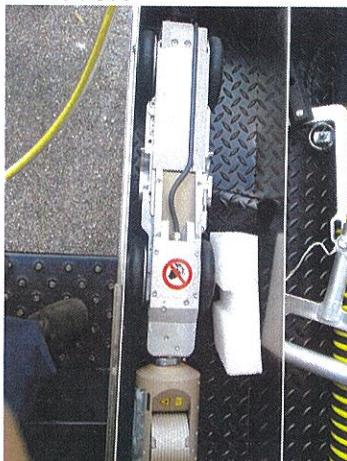
CAMERA ASSEMBLY/HEAD



ADDITIONAL PHOTO 1



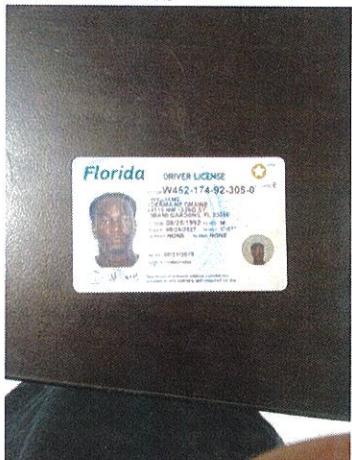
TRACTOR



WHEEL SETS



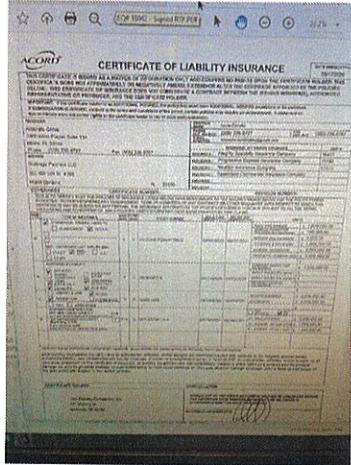
Driver's license





62369  
DRAI0010  
2000

Insurance Certificate



# Exhibit

4



Remit To:

**Jack Doheny Company**

L3846

Columbus OH, 43260-3846

REPRINT

**INVOICE**

Invoice No.

124290

Invoice Date

4/16/21

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

<b>Invoice Date:</b>	4/16/2021	<b>P.O. No.:</b>		<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	4/16/2021	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	2000	<b>Taken By:</b>	ROKEEFE		
<b>Reference:</b>	35469	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
IFTA	CONTRACT # 62144, EQ # 14843, 8,402 MILES, SEND LOGS AND FUEL RECEIPTS TO RENTALS@DOHENYCOMPANY.COM BY 04/28/2021 FOR CREDIT		1.00	\$1,000.00	\$0.00	\$1,000.00	\$0.00	\$1,000.00

**Sub Total:** \$1,000.00**Tax:** \$0.00**Total:** \$1,000.00**Payment Terms:** Due upon receipt

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM



407-438-3380  
info@dohenycompany.com  
dohenycompany.com



Remit To:  
**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

REPRINT

**INVOICE**

Invoice No.

111908

Invoice Date

12/3/20

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62369	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY JOSEPH	Ordered By:	JOHNNY JOSEPH
Due Date:	12/03/2020	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1FDXE4FN5MDC01915

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
18042	MAINLINE-STD RENTAL OF A CAMERA TRUCK MOUNT MOUNTED ON A IB CONTROLLER Billed From Date: 11/5/2020 10:00:00AM      Billed To Date: 12/3/2020 10:00:00AM Rental Start Date: 10/8/2020 Rental End Date:	Full Day Cyclic	28.00	\$1100.00	\$3,900.00	\$9,000.00	1.00	\$9,000.00

Total Rental:	\$9,000.00
Total (Ex. Tax):	\$9,000.00
<b>Total</b>	<b>\$9,000.00</b>

Payment Terms: Due upon receipt

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM


407-438-3380  
info@dohenycompany.com  
dohenycompany.com



Remit To:  
**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

REPRINT

**INVOICE**

Invoice No.

112800

Invoice Date

12/11/20

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62144	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY	Ordered By:	JOHNNY JOSEPH
Due Date:	12/11/2020	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1NKZL40X0JJ198589

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
14843	2112824P80MH - RB54035/VACTOR 2112 PLUS 824 M RENTAL OF A COMBINATION SEWER CLEANER MOUNTED ON A ZZ ODOMETER TRACKING Billed From Date: 11/17/2020 7:00:00AM      Billed To Date: 12/15/2020 7:00:00AM Rental Start Date: 9/22/2020 Rental End Date:	Full Day Cyclic	28.00	\$850.00	\$2,200.00	\$5,000.00	1.00	\$5,000.00

Total Rental:	\$5,000.00
Total (Ex. Tax):	\$5,000.00
<b>Total</b>	<b>\$5,000.00</b>

**Payment Terms:** Due upon receipt

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM

407-438-3380  
info@dohenycompany.com  
dohenycompany.com



Remit To:  
**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

REPRINT

**INVOICE**

Invoice No.

113547

Invoice Date

12/19/20

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62369	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY JOSEPH	Ordered By:	JOHNNY JOSEPH
Due Date:	12/19/2020	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1FDXE4FN5MDC01915

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
18042	MAINLINE-STD RENTAL OF A CAMERA TRUCK MOUNT MOUNTED ON A IB CONTROLLER Billed From Date:12/3/2020 10:00:00AM Billed To Date:12/31/2020 10:00:00AM Rental Start Date: 10/8/2020 Rental End Date:	Full Day Cyclic	28.00	\$1100.00	\$3,900.00	\$9,000.00	1.00	\$9,000.00

**Comment:** CREDIT NOTE 114310 WAS CREATED.

Total Rental:	\$9,000.00
Total (Ex. Tax):	\$9,000.00
<b>Total</b>	<b>\$9,000.00</b>

**Payment Terms:** Due upon receipt

PLEASE SEE OUR TERMS AND CONDITIONS ON OUR WEBSITE DOHENYCOMPANY.COM


407-438-3380  
info@dohenycompany.com  
dohenycompany.com



Remit To:

**Jack Doheny Company**

L3846

Columbus OH, 43260-3846

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**INVOICE**

Invoice No.

114088

Invoice Date

12/29/20

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

<b>Invoice Date:</b>	12/29/2020	<b>P.O. No.:</b>		<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	12/29/2020	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	2000	<b>Taken By:</b>	ROKEEFE		
<b>Reference:</b>	28826	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
TOLLS	TOLLS - FDOT TOLL, INV#331648788, DATES: 09/16/2020 - 10/26/2020		1.00	\$231.75	\$0.00	\$231.75	\$0.00	\$231.75

**Comment:** EQ #14843  
PLATE #RB54035

REFERENCE:  
RENTAL CONTRACT #62144 BR #2000

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<b>Sub Total:</b>	\$231.75
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$231.75</b>

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**INVOICE**

Invoice No.

118107

Invoice Date

2/11/21

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	63348	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:		Ordered By:	JOHNNY JOSEPH
Due Date:	02/11/2021	Phone:		Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1FTYE1YM7GKA28751

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
13685	T150LR130 - DB14827/FORD T150 LOW ROOF 130 RENTAL OF A CAMERA CHASSIS MOUNTED ON A JC BM&I Billed From Date: 1/15/2021 7:00:00AM      Billed To Date: 2/12/2021 7:00:00AM Rental Start Date: 1/15/2021 Rental End Date:	Full Day Cyclic	28.00	\$200.00	\$700.00	\$2,500.00	1.00	\$2,500.00

Total Rental:	\$2,500.00
Total (Ex. Tax):	\$2,500.00
<b>Total</b>	<b>\$2,500.00</b>

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Invoice No.

118142

Invoice Date

2/12/21

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:****INFORMATION**

<b>Invoice Date:</b>	2/12/2021	<b>P.O. No.:</b>	FDOT TOLLS	<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	2/12/2021	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	1100	<b>Taken By:</b>	YBECKER		
<b>Reference:</b>	31366	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
TOLLS	TOLLS - FDOT TOLL INV #344686256 DATES: 1/05/21 - 1/19/21		1.00	\$34.74	\$0.00	\$34.74	\$0.00	\$34.74

**Comment:** EQ #14843  
PLATE #RB54035

RENTAL CONTRACT #62144  
BRANCH #2000

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<b>Sub Total:</b>	\$34.74
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$34.74</b>

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**INVOICE**

Invoice No.

118236

Invoice Date

2/13/21

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62369	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY JOSEPH	Ordered By:	JOHNNY JOSEPH
Due Date:	02/13/2021	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1FDXE4FN5MDC01915

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
18042	MAINLINE-STD RENTAL OF A CAMERA TRUCK MOUNT MOUNTED ON A IB CONTROLLER Billed From Date:1/28/2021 10:00:00AM Billed To Date:2/25/2021 10:00:00AM Rental Start Date: 10/8/2020 Rental End Date:	Full Day Cyclic	28.00	\$1100.00	\$3,900.00	\$9,000.00	1.00	\$9,000.00

Total Rental:	\$9,000.00
Total (Ex. Tax):	\$9,000.00
<b>Total</b>	<b>\$9,000.00</b>

**Payment Terms:** Due upon receipt

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Invoice No.

118347

Invoice Date

2/16/21

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

<b>Invoice Date:</b>	2/16/2021	<b>P.O. No.:</b>		<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	2/16/2021	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	2000	<b>Taken By:</b>	ROKEEFE		
<b>Reference:</b>	31465	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
IFTA	CONTRACT #63341 , EQ #16111 , 431 MILES, SEND LOGS AND FUEL RECEIPTS TO RENTALS@DOHENYCOMPANY.COM BY 03/12/2021 FOR CREDIT		1.00	\$215.50	\$0.00	\$215.50	\$0.00	\$215.50

<b>Sub Total:</b>	\$215.50
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$215.50</b>

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Invoice No.

115428

Invoice Date

1/14/21

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

<b>Invoice Date:</b>	1/14/2021	<b>P.O. No.:</b>		<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	1/14/2021	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	2000	<b>Taken By:</b>	ROKEEFE		
<b>Reference:</b>	29631	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
TOLLS	TOLLS - FDOT TOLL INV# 335203935, DATES: 10/26/2020 - 12/16/2020		1.00	\$71.83	\$0.00	\$71.83	\$0.00	\$71.83

**Comment:** EQ #14843  
PLATE #RB54035

REFERENCE:  
RENTAL CONTRACT #62144 BR #2000

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<b>Sub Total:</b>	\$71.83
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$71.83</b>

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Invoice No.

115242

Invoice Date

1/12/21

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62144	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY	Ordered By:	JOHNNY JOSEPH
Due Date:	01/12/2021	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1NKZL40X0JJ198589

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
14843	2112824P80MH - RB54035/VACTOR 2112 PLUS 824 M RENTAL OF A COMBINATION SEWER CLEANER MOUNTED ON A ZZ ODOMETER TRACKING Billed From Date:12/15/2020 7:00:00AM      Billed To Date:1/12/2021 7:00:00AM Rental Start Date: 9/22/2020 Rental End Date:	Full Day Cyclic	28.00	\$850.00	\$2,200.00	\$5,000.00	1.00	\$5,000.00

Total Rental:	\$5,000.00
Total (Ex. Tax):	\$5,000.00
<b>Total</b>	<b>\$5,000.00</b>

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Invoice No.

116632

Invoice Date

1/27/21

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:****INFORMATION**

<b>Invoice Date:</b>	1/27/2021	<b>P.O. No.:</b>	FDOT TOLLS	<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	1/27/2021	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	1100	<b>Taken By:</b>	YBECKER		
<b>Reference:</b>	30438	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
TOLLS	TOLLS - FDOT FLORIDA INV #338363113 DATES: 10/25/20 - 12/07/20		1.00	\$395.30	\$0.00	\$395.30	\$0.00	\$395.30
TOLLS	TOLLS - FDOT INV #342700360 DATES: 12/23/20 - 1/04/21		1.00	\$13.92	\$0.00	\$13.92	\$0.00	\$13.92

**Comment:** EQ #62369  
PLATE #RB93925

REFERENCE: RENTAL CONTRACT #62369

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<b>Sub Total:</b>	\$409.22
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$409.22</b>

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Invoice No.

116822

Invoice Date

1/28/21

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62369	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY JOSEPH	Ordered By:	JOHNNY JOSEPH
Due Date:	01/28/2021	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1FDXE4FN5MDC01915

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
18042	MAINLINE-STD RENTAL OF A CAMERA TRUCK MOUNT MOUNTED ON A IB CONTROLLER Billed From Date:12/31/2020 10:00:00AM Billed To Date:1/28/2021 10:00:00AM Rental Start Date: 10/8/2020 Rental End Date:	Full Day Cyclic	28.00	\$1100.00	\$3,900.00	\$9,000.00	1.00	\$9,000.00

Total Rental:	\$9,000.00
Total (Ex. Tax):	\$9,000.00
<b>Total</b>	<b>\$9,000.00</b>

Payment Terms: Due upon receipt

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**INVOICE**

Invoice No.

117028

Invoice Date

1/29/21

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62144	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY	Ordered By:	JOHNNY JOSEPH
Due Date:	01/29/2021	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1NKZL40X0JJ198589

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
14843	2112824P80MH - RB54035/VACTOR 2112 PLUS 824 M RENTAL OF A COMBINATION SEWER CLEANER MOUNTED ON A ZZ ODOMETER TRACKING Billed From Date: 1/12/2021 7:00:00AM      Billed To Date: 2/9/2021 7:00:00AM Rental Start Date: 9/22/2020 Rental End Date:	Full Day Cyclic	28.00	\$850.00	\$2,200.00	\$5,000.00	1.00	\$5,000.00

Total Rental:	\$5,000.00
Total (Ex. Tax):	\$5,000.00
<b>Total</b>	<b>\$5,000.00</b>

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**INVOICE**

Invoice No.

119967

Invoice Date

3/5/21

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

<b>Invoice Date:</b>	3/5/2021	<b>P.O. No.:</b>		<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	3/5/2021	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	2000	<b>Taken By:</b>	ROKEEFE		
<b>Reference:</b>	32616	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
TOLLS	CENTRAL FLORIDA EXPRESSWAY - INV #R5138657, DATES: 01/15/2021 - 01/26/2021		1.00	\$30.08	\$0.00	\$30.08	\$0.00	\$30.08

**Comment:** EQ #13685  
PLATE #DB14827

REFERENCE:  
RENTAL CONTRACT #63348 BR #2000

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<b>Sub Total:</b>	\$30.08
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$30.08</b>

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Invoice No.

119965

Invoice Date

3/5/21

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

<b>Invoice Date:</b>	3/5/2021	<b>P.O. No.:</b>		<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	3/5/2021	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	2000	<b>Taken By:</b>	ROKEEFE		
<b>Reference:</b>	32615	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
TOLLS	FDOT - INV #357385009, DATES: 01/14/2021 - 01/18/2021		1.00	\$30.99	\$0.00	\$30.99	\$0.00	\$30.99

**Comment:** EQ #16111  
PLATE #RB76159

REFERENCE:  
RENTAL CONTRACT #63341 BR #2000

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<b>Sub Total:</b>	\$30.99
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$30.99</b>

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**INVOICE**

Invoice No.

119964

Invoice Date

3/5/21

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

<b>Invoice Date:</b>	3/5/2021	<b>P.O. No.:</b>		<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	3/5/2021	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	2000	<b>Taken By:</b>	ROKEEFE		
<b>Reference:</b>	32613	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
TOLLS	FDOT - INV# 356891515 - DATE: 01/29/2021		1.00	\$4.64	\$0.00	\$4.64	\$0.00	\$4.64

**Comment:** EQ #14579  
PLATE #RB49206

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<b>Sub Total:</b>	\$4.64
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$4.64</b>

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Invoice No.

119962

Invoice Date

3/5/21

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

<b>Invoice Date:</b>	3/5/2021	<b>P.O. No.:</b>		<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	3/5/2021	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	2000	<b>Taken By:</b>	ROKEEFE		
<b>Reference:</b>	32612	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
TOLLS	FDOT - INV #357004029 - DATES: 01/15/2021 - 02/05/2021		1.00	\$92.50	\$0.00	\$92.50	\$0.00	\$92.50

**Comment:** EQ #13685  
PLATE #DB25938

REFERENCE:  
RENTAL CONTRACT #63348 BR #2000

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<b>Sub Total:</b>	\$92.50
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$92.50</b>

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**INVOICE**

Invoice No.

120114

Invoice Date

3/8/21

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62144	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY	Ordered By:	JOHNNY JOSEPH
Due Date:	03/08/2021	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1NKZL40X0JJ198589

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
14843	2112824P80MH - RB54035/VACTOR 2112 PLUS 824 M RENTAL OF A COMBINATION SEWER CLEANER MOUNTED ON A ZZ ODOMETER TRACKING Billed From Date: 2/9/2021 7:00:00AM      Billed To Date: 3/5/2021 7:00:00AM Rental Start Date: 9/22/2020 Rental End Date: 3/5/2021 Returned: 3/5/2021 07:00AM	Full Day Cyclic	24.00	\$850.00	\$2,200.00	\$5,000.00	1.00	\$5,000.00

Total Rental:	\$5,000.00
Total (Ex. Tax):	\$5,000.00
<b>Total</b>	<b>\$5,000.00</b>

**Payment Terms:** Due upon receipt

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Remit To:  
**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

REPRINT

**INVOICE**

Invoice No.

120169

Invoice Date

3/8/21

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	63348	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:		Ordered By:	JOHNNY JOSEPH
Due Date:	03/08/2021	Phone:		Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1FTYE1YM7GKA28751

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
13685	T150LR130 - DB14827/FORD T150 LOW ROOF 130 RENTAL OF A CAMERA CHASSIS MOUNTED ON A JC BM&I Billed From Date: 2/12/2021 7:00:00AM Billed To Date: 3/8/2021 1:30:00PM Rental Start Date: 1/15/2021 Rental End Date: 3/8/2021 Returned: 3/8/2021 01:30PM	Full Day Cyclic	25.00	\$200.00	\$700.00	\$2,500.00	1.00	\$2,500.00

Total Rental:	\$2,500.00
Total (Ex. Tax):	\$2,500.00
<b>Total</b>	<b>\$2,500.00</b>

**Payment Terms:** Due upon receipt

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**INVOICE**

Invoice No.

120183

Invoice Date

3/8/21

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62369	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY JOSEPH	Ordered By:	JOHNNY JOSEPH
Due Date:	03/08/2021	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1FDXE4FN5MDC01915

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
18042	MAINLINE-STD RENTAL OF A CAMERA TRUCK MOUNT MOUNTED ON A IB CONTROLLER Billed From Date:2/25/2021 10:00:00AM Billed To Date:3/5/2021 12:00:00PM Rental Start Date: 10/8/2020 Rental End Date: 3/5/2021 Returned: 3/5/2021 12:00PM	Full Day Cyclic	9.00	\$1100.00	\$3,900.00	\$9,000.00	1.00	\$6,100.00

Total Rental:	\$6,100.00
Total (Ex. Tax):	\$6,100.00
<b>Total</b>	<b>\$6,100.00</b>

**Payment Terms:** Due upon receipt

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**INVOICE**

Invoice No.

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Invoice Date 3/29/21

**SERVICE**

**Invoice To:**  
DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**  
DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Job Number:	20669	Due Date:	03/29/2021	Customer Code.:	DRAI0010
Service Date:	3/9/21	Salesman:		Site Code:	_MAIN
Branch:	2000	Taken By:	JUSMOSHER	Site Contact:	DRAI0010 ACCOUNTS PAYABLE
P.O. No.:		Make:	VA	Phone:	954-928-7252
Equip. No.:	14843	Model:	2100P	Serial No.:	17-08V-16904
Customer Eq. No.:	14843	Equip. Desc.:	2112824P80MH	Chassis VIN:	1NKZL40X0JJ198589

**NOTES****Service Job Notes:**

1. REPLACE DAMAGED LEAD HOSE
2. REPLACE DAMAGED RODDER HOSE
3. REPLACE DAMAGED PROP POLE
4. REPLACE MISSING TIGER TAIL
5. REPLACE BARREL TO EQ GUN (40" EXTENTION WAND)
6. REPLACE DAMAGED LAY FLAT HOSE - COMPLETE
7. REPAIR BENT BRACKET FOR PASSENGER SIDE TOOL BOX DOOR
8. REPLACE MISSING 1-RED REFLECTOR
9. FULL INTERIOR EXTERIOR CLEAN - UP OF UNIT
- 10 CLEAN OUR DIRT IN TOOL BOXES
11. CLEAN OUT FINAL FILTER HOUSING
12. REPLACED DAMAGED REAR CAP AND CABLES / SWEDGES
13. REPAIR BENT DOOR LOCK ()LOWER LEFT ONE)
14. FULL PM SERVIE OF UNIT
15. REPLACED DAMAGED UPPER AND LOWER CONTROL BOX DECALS
16. REPLACE DAMGAED PROP HOOK POLE
17. PENDANT CONTROL NOT WORKING, REPALCE
18. REPLACE CABLE AND SWEDGES FOR PUMP OFF CAP
19. REPLACE CABLE AND SWEDGE FOR PULL DOWN LADDER
20. REPLACE DAMGED GREASE LINE JUST ABOVE HYDRAULIC TANK

**DETAILS**

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	DX-G600-DC-AL	6"" GLOBAL ALUM DUS	\$63.88	\$63.88	\$0.00	\$63.88
1.00	PART	VA-44861LJ	PENDANT CONTROL 6 BU	\$1,000.81	\$1,000.81	\$0.00	\$1,000.81

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Invoice Date

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**SERVICE****DETAILS**

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	VA-508742B	DECAL,FRONT HOSE RE	\$86.51	\$86.51	\$0.00	\$86.51
1.00	PART	VA-49838E	DECAL,SECONDARY HOS	\$54.89	\$54.89	\$0.00	\$54.89
7.00	LABOR	TAYL	GENERAL LABOR	\$120.00	\$840.00	\$0.00	\$840.00
6.00	LABOR	PINE	GENERAL LABOR	\$120.00	\$720.00	\$0.00	\$720.00
1.00	FREIGHT	FREIGHT		\$148.79	\$148.79	\$0.00	\$148.79
1.00	PART	ZF-K37-1029	FUEL FILTER (2015+)	\$56.50	\$56.50	\$0.00	\$56.50
1.00	PART	ZF-X1987001	CABIN FILTER	\$41.48	\$41.48	\$0.00	\$41.48
1.00	PART	ZF-F37-1016	FILTER EMBER	\$56.39	\$56.39	\$0.00	\$56.39
1.00	PART	ZF-LF14000NN	OIL FILTER	\$53.46	\$53.46	\$0.00	\$53.46
1.00	PART	VA-1099061	CARTRIDGE-HYD FILTER	\$132.75	\$132.75	\$0.00	\$132.75
1.00	PART	ZF-5417366	CRANK CASE BREATHER	\$279.76	\$279.76	\$0.00	\$279.76
46.00	PART	ZZ-15W40	DIESEL MOTOR OIL(QT)	\$4.92	\$226.32	\$0.00	\$226.32
5.00	PART	ZZ-ISO220	GEAR OIL (QUART)	\$6.75	\$33.75	\$0.00	\$33.75
12.00	PART	ZZ-SYN-ATF	SYNTHETIC ATF - QT	\$11.71	\$140.52	\$0.00	\$140.52
28.00	PART	ZZ-DEF	DIESEL EXHAUST FLUID	\$14.15	\$396.20	\$0.00	\$396.20
1.00	PART	V3-52846	TIGER TAIL- HD	\$65.00	\$65.00	\$0.00	\$65.00
1.00	PART	V3-31096DMFJD	1"X25'LEAD HOSE MXF	\$130.00	\$130.00	\$0.00	\$130.00
1.00	PART	VA-49443A	REACH POLE, 5 FT, A	\$46.51	\$46.51	\$0.00	\$46.51
1.00	PART	JS-EQGUN	GUN ASSEMBLY W/HANDL	\$335.00	\$335.00	\$0.00	\$335.00
25.00	PART	KA-160BL3	3" LAY FLAT HOSE	\$1.15	\$28.75	\$0.00	\$28.75
2.00	PART	DX-F12	CENTER PUNCH PREFORM	\$1.13	\$2.26	\$0.00	\$2.26
1.00	PART	DX-300-C	3"" ALUM FEM COUPLE	\$36.18	\$36.18	\$0.00	\$36.18
1.00	PART	DX-600-C	6"" ALUM FEM COUPLE	\$119.30	\$119.30	\$0.00	\$119.30
4.00	PART	V3-40232JD	CABLE,PLASTIC COATE	\$0.47	\$1.88	\$0.00	\$1.88
8.00	PART	V3-40233JD	SWAGE	\$0.36	\$2.88	\$0.00	\$2.88
1.00	PART	OP-20669	DETAIL	\$370.00	\$370.00	\$0.00	\$370.00
1.00	PART	H1-SPOR-MM16 X600-PLASTIC	1" 2500 W/PLASTIC REEL	\$1,710.00	\$1,710.00	\$0.00	\$1,710.00

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**SERVICE****DETAILS**

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
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<b>Labor Total:</b>	<b>\$1,560.00</b>
<b>Parts Total:</b>	<b>\$5,470.98</b>
<b>Consumables:</b>	<b>\$0.00</b>
<b>Freight:</b>	<b>\$148.79</b>
<b>Other:</b>	<b>\$0.00</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$7,179.77</b>

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**INVOICE**

Invoice No.

122517

Invoice Date 3/30/21

SERVICE

**Invoice To:**  
 DRAINAGE PARTNERS LLC  
 285 NW 199TH ST  
 MIAMI FL 33169

**Ship To:**  
 DRAINAGE PARTNERS LLC  
 285 NW 199TH ST  
 MIAMI FL 33169

**INFORMATION**

Job Number:	20330	Due Date:	03/30/2021	Customer Code.:	DRAI0010
Service Date:	3/2/21	Salesman:		Site Code:	_MAIN
Branch:	2000	Taken By:	JUSMOSHER	Site Contact:	JOHNNY JOSEPH
P.O. No.:		Make:	IB	Phone:	
Equip. No.:	18042	Model:	MAINLINE-STD	Serial No.:	1FDXE4FN5MDC01915
Customer Eq. No.:	18042	Equip. Desc.:	MAINLINE-STD	Chassis VIN:	1FDXE4FN5MDC01915

**NOTES****Service Job Notes:**

1. UNIT HAS INSTALLATION ERROR
2. INSPECT CABLE AND RETERM
3. PERFORM PM SERVICE
4. FULL DETAIL OF UNIT

**CORRECTION:**

1. AND 2 TECH INSPECTED UNIT AND FOUND WATER DAMAGE IN THE CONNECTION CAUSEING THE PINS TO CORODE, TECH PERFORMED A RETERM ON CABLE AND TESTED UNIT WORKS AS DESIGNED
3. TECH COMPLETED PM SERVICE ON UNIT
4. UNTI WAS DETAILED

**DETAILS**

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	PART	ZF-122-0836	OIL FILTER	\$10.16	\$10.16	\$0.00	\$10.16
1.00	PART	ZF-140-3116	AIR FILTER	\$12.94	\$12.94	\$0.00	\$12.94
2.00	PART	ZZ-75-115	SAE 30 NON-DET QT	\$13.87	\$27.74	\$0.00	\$27.74
4.00	LABOR	QUIR	INSPECTION CABLE- MAINLINE CABLE- RETERM	\$130.00	\$520.00	\$0.00	\$520.00
2.00	LABOR	QUIR	INSPECTION CABLE- MAINLINE CABLE- DIAGNO	\$130.00	\$260.00	\$0.00	\$260.00
1.00	PART	ZF-83883	AIR FILTER	\$20.57	\$20.57	\$0.00	\$20.57
1.00	PART	ZF-F1AZ6731BE	OIL FILTER (F250)	\$5.06	\$5.06	\$0.00	\$5.06
8.00	PART	ZZ-X05W20	MOTORCRAFT SAE 5W-20	\$7.99	\$63.92	\$0.00	\$63.92
2.00	LABOR	QUIR	GENERAL LABOR	\$130.00	\$260.00	\$0.00	\$260.00

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Invoice Date 3/30/21

**SERVICE****DETAILS**

Qty	Type	Part No.	Description	Rate	Price	Tax	Amount
1.00	OTHER	SHOP SUPPLIES	SHOP SUPPLIES	\$104.00	\$104.00	\$0.00	\$104.00
1.00	PART	OP-20330	DETAIL	\$150.00	\$150.00	\$0.00	\$150.00

<b>Labor Total:</b>	<b>\$1,040.00</b>
<b>Parts Total:</b>	<b>\$290.39</b>
<b>Consumables:</b>	<b>\$0.00</b>
<b>Freight:</b>	<b>\$0.00</b>
<b>Other:</b>	<b>\$104.00</b>
<b>Tax:</b>	<b>\$0.00</b>
<b>Total:</b>	<b>\$1,434.39</b>

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Invoice No.

127137

Invoice Date

5/13/21

**PARTS****Invoice To**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

<b>Invoice Date:</b>	5/13/2021	<b>P.O. No.:</b>		<b>Customer Code:</b>	DRAI0010
<b>Due Date:</b>	5/13/2021	<b>Sales man:</b>	JACK BURNS	<b>Phone:</b>	954-928-7252
<b>Branch Code:</b>	2000	<b>Taken By:</b>	ROKEEFE		
<b>Reference:</b>	37224	<b>Delivery Method:</b>			

**DETAILS**

Item	Description	Back Ord.	Qty.	Retail Price	Disc \$	Sales Value	Tax	Line Total
TOLLS	FDOT TOLL: INV #390249710 DATES: 03/26/2021 - 04/12/2021		1.00	\$41.80	\$0.00	\$41.80	\$0.00	\$41.80

**Comment:** EQ #14579  
PLATE #RB49206 MI

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<b>Sub Total:</b>	\$41.80
<b>Tax:</b>	\$0.00
<b>Total:</b>	<b>\$41.80</b>

**Payment Terms:** Due upon receipt

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**INVOICE**

Invoice No.

109542

Invoice Date

11/5/20

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62369	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY JOSEPH	Ordered By:	JOHNNY JOSEPH
Due Date:	11/05/2020	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1FDXE4FN5MDC01915

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
18042	MAINLINE-STD RENTAL OF A CAMERA TRUCK MOUNT MOUNTED ON A IB CONTROLLER Billed From Date:10/8/2020 10:00:00AM Billed To Date:11/5/2020 10:00:00AM Rental Start Date: 10/8/2020 Rental End Date:	Full Day Cyclic	28.00	\$1100.00	\$3,900.00	\$9,000.00	1.00	\$9,000.00
DELIVERY	DELIVERY FOR LINE ITEM(S) 2 27 OCT 2020 Billed From Date: Billed To Date:						1.00	\$1,500.00

Total Rental:	\$9,000.00
Delivery:	\$1,500.00
Total (Ex. Tax):	\$10,500.00
<b>Total</b>	<b>\$10,500.00</b>

**Payment Terms:** Due upon receipt

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**INVOICE**

Invoice No.

110566

Invoice Date

11/17/20

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62144	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY	Ordered By:	JOHNNY JOSEPH
Due Date:	11/17/2020	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1NKZL40X0JJ198589

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
14843	2112824P80MH - RB54035/VACTOR 2112 PLUS 824 M RENTAL OF A COMBINATION SEWER CLEANER MOUNTED ON A ZZ ODOMETER TRACKING Billed From Date:10/20/2020 7:00:00AM Billed To Date:11/17/2020 7:00:00AM Rental Start Date: 9/22/2020 Rental End Date:	Full Day Cyclic	28.00	\$850.00	\$2,200.00	\$5,000.00	1.00	\$5,000.00

Total Rental:	\$5,000.00
Total (Ex. Tax):	\$5,000.00
<b>Total</b>	<b>\$5,000.00</b>

**Payment Terms:** Due upon receipt

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Columbus OH, 43260-3846

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**INVOICE**

Invoice No.

107842

Invoice Date

10/20/20

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	62144	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:	JOHNNY	Ordered By:	JOHNNY JOSEPH
Due Date:	10/20/2020	Phone:	305-924-6970	Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	1NKZL40X0JJ198589

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
14843	2112824P80MH - RB54035/VACTOR 2112 PLUS 824 M RENTAL OF A COMBINATION SEWER CLEANER MOUNTED ON A ZZ ODOMETER TRACKING Billed From Date: 9/22/2020 7:00:00AM      Billed To Date: 10/20/2020 7:00:00AM Rental Start Date: 9/22/2020 Rental End Date:	Full Day Cyclic	28.00	\$850.00	\$2,200.00	\$5,000.00	1.00	\$5,000.00

Total Rental:	\$5,000.00
Total (Ex. Tax):	\$5,000.00
<b>Total</b>	<b>\$5,000.00</b>

**Payment Terms:** Due upon receipt

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**INVOICE**

Invoice No.

105507

Invoice Date

9/29/20

**RENTAL****Invoice To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**Ship To:**

DRAINAGE PARTNERS LLC  
285 NW 199TH ST  
MIAMI FL 33169

**INFORMATION**

Rental No.:	61558	Job Site Code:	_MAIN	Salesman:	JACK BURNS
Customer Code.:	DRAI0010	Contact:		Ordered By:	MICHAEL BONTEMPS
Due Date:	09/29/2020	Phone:		Taken By:	JUSMOSHER
		P.O. No.:		Chassis VIN:	

**DETAILS**

Item	Description	Charge Type	Period Charge	Day Rate	Weekly Rate	Monthly Rate	Qty. /Units	Line Total (ex Tax)
IFTA	IFTA Billed From Date:		Billed To Date:				1.00	\$226.50

**Comment:** RENTAL CONTRACT 61558, EQ17575, TOTAL MILES 453. SEND IFTA LOGS, MILEAGE AND FUEL DOCS TO RENTALS@DOHENYCOMPANY.COM BY COB 10/15/20 FOR CREDIT.

Consumables:	\$226.50
Total (Ex. Tax):	\$226.50
<b>Total</b>	<b>\$226.50</b>

**Payment Terms:** Due upon receipt

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# Exhibit

5

ACCOUNT TYPE: COD  CREDIT CARD  CREDIT PLEASE SELECT REASON FOR CREDIT: Parts/Services  Rental  Both PLEASE SELECT CUSTOMER TYPE:  New  Existing ID \_\_\_\_\_JDC SALES REP: Jack Burn

JDC LOCATION: \_\_\_\_\_ Branch \_\_\_\_\_

Company Name: Drainage Partners LLC FEIN: \_\_\_\_\_

(if applicable) D.B.A. or Subsidiary of: \_\_\_\_\_

Address: 285 NW 199 ST 201City: Miami Gardens State: FL Zip Code: 33169Phone: 954-928-7252 Fax: \_\_\_\_\_ Email: DrainagePartners@outlook.com

A/P Contact:

Name: \_\_\_\_\_ Phone: \_\_\_\_\_ Email: \_\_\_\_\_

Do you require a PO number on your invoices? Y / N

<u>Principal #1</u>	<u>Johny Joseph</u>
Name	<u>Johny Joseph</u>
Title	<u>MSR</u>
Home Address:	<u>285 NW 199 ST</u>
	<u>miami garden fl</u>
Home Phone:	<u>305-924-6970</u>

<u>Principal #2</u>	<u>Taques Nicolas</u>
Name	<u>Taques Nicolas</u>
Title	<u>President</u>
Home Address:	<u>285 NW 199 ST</u>
	<u>miami Garden fl</u>
Home Phone:	<u>305-331-0156</u>

Est. Annual Sales \$	<u>15000</u>
No. of Employees:	<u>4</u>
Yrs. In Business:	<u>1</u>
Tax Exempt: Yes *	<u>      </u> No <u>      </u>
*If tax exempt please attach a completed tax exempt form	

<b>PLEASE SELECT TYPE OF BUSINESS:</b>	
Environmental	<input checked="" type="checkbox"/>
Gas & Oil	<input type="checkbox"/>
Industrial Plant	<input checked="" type="checkbox"/>
Municipal	<input type="checkbox"/>
Petro Chemical	<input type="checkbox"/>
Sewer & Water	<input checked="" type="checkbox"/>
Utility	<input type="checkbox"/>
Other	<input type="checkbox"/>

Have you ever applied for credit from JDC under an existing or previous business name?

Yes\*        No X

\*If yes: Company Name: \_\_\_\_\_ Account # \_\_\_\_\_

**\*\*\*Please attach Resale Sales Tax Certificate, if applicable. Failure to provide Resale Certificate and Trade References will delay credit processing\*\***

Corporate Office: 248.349.0904

DOHENYCOMPANY.COM

Page 1 of 3

Please print or type

Complete entirely to avoid delay of processing

Company Name: Drainage Partners LLCSHIPPING ADDRESS (if different than above)Address: 285 NW 199TH ST  
City: Miami Garden State: FL Zip Code: 33169BILLING- INVOICE PREFERENCEEmail: Drainagepartners@outlook.com Name: michael BentempsMail (if different than above) Address: Same

City: \_\_\_\_\_ State: \_\_\_\_\_ Zip Code: \_\_\_\_\_

TRADE REFERENCES - Please provide 3Name: Jacques NicolasEmail: drainagpartner@outlook.com Phone: 305-331-0156 Fax: \_\_\_\_\_

Account # \_\_\_\_\_ High Credit: \$ \_\_\_\_\_ How Long Doing Business: \_\_\_\_\_

Name: Baptiste Jean

Email: \_\_\_\_\_ Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Account # \_\_\_\_\_ High Credit: \$ \_\_\_\_\_ How Long Doing Business: \_\_\_\_\_

Name: Johny JosephEmail: \_\_\_\_\_ Phone: 305- \_\_\_\_\_ Fax: \_\_\_\_\_

Account # \_\_\_\_\_ High Credit: \$ \_\_\_\_\_ How Long Doing Business: \_\_\_\_\_

BANKING INFORMATIONBank Name: Bank of AmericaAddress: Miami FlCity: Miami Garden State: FL Zip Code: 33169

Checking Account # \_\_\_\_\_ Savings Account # \_\_\_\_\_

Have any of the Principals Filed for Bankruptcy? No Yes (if yes, year: \_\_\_\_\_)

Line of Credit? No Yes \$ 15000

Corporate Office: 248.349.0904

DOHENYCOMPANY.COM

Please print or type

Complete entirely to avoid delay of processing

Company Name: Jacques Nicolas

CREDIT CHECK/BANK REFERENCES

Applicant is authorized by the company listed above to enter into this agreement.

Applicant authorizes JDC to obtain Bank References and/or Credit Reports now and as needed to maintain an open account with JDC.

Signature:

Printed Name:

Date:

7/14/20

TERMS OF SALE

Conditions: Payment terms are Net 30 days upon credit approval. Additional terms of sale including terms of payment and allowable discounts for each purchase are agreed to below as well as those specified on the face of each invoice. Balances carried past the due date or over established credit line will cause new orders to be held out of production. The customer hereby agrees to pay all collection and legal fees if such action be necessary, as well as 1.5% per month / 18% per annum interest on any past due invoices, as well as any Non-sufficient fund charges as allowed by law in the event of a returned check. Property and products sold in association with extending credit to the applicant remains under the ownership of creditor until fully paid for. I have read these conditions and hereby agree to them.

Signature of Company Officer and Title

Date: 7/14/20

Printed Name

PERSONAL GUARANTEE

In consideration of credit being extended by JDC to the above named appreciate for merchandise to be purchased whether appreciate be an individual or individuals, a proprietorship, a partnership, a corporation, or other entity, the undersigned guarantor(s) hereby contract and guarantee to JDC the faithful payment, when due, of all accounts of said applicant for purchases made. Payment shall be personally guaranteed irrespective of status or change in existing business of which the undersigned is a principal (owner, partner or officer).

In addition to guaranteeing full payment, the undersigned agrees to reimburse JDC for any and all expenses incurred in the collection of said indebtedness, including, but not limited to, legal fees, expenses and interest at the maximum legal rate permitted by state.

1. Jacques Nicolas 7/14/20  
Signature Date

Printed Name Jacques Nicolas

2. Johny Joseph 7/14/20  
Signature Date

Printed Name Johny Joseph

Guarantor(s) authorize JDC to obtain Credit Reports now and as needed to maintain an open account with JDC.

Corporate Office: 248.349.0904

DOHENYCOMPANY.COM

# Exhibit

6



## PAYMENT DEMAND NOTICE

**March 5, 2021**

Drainage Partners, LLC  
285 NW 199<sup>th</sup> St.  
Miami, FL 33169  
**Account:** DRAI0010

Dear Customer:

This notice is to advise you that your account with Jack Doheny Company (JDC) is in default of credit terms. Please note that invoice(s) have been duly presented to your company for payment. Our normal credit terms are net thirty (30) days. Company records indicate that your account has exceeded these terms and is **SEVERELY PAST DUE**.

This correspondence is a written demand for payment in the amount of **\$70,689.54**. A statement of the account is attached. Payment must be received by end of business, **March 10, 2021** to avoid further collection activity.

You are requested to make arrangements for payment or contact the Accounts Receivable Department immediately. In the event that your account remains in default and there is no response from your company, JDC reserves the right to:

- **Place** the open invoice(s) with an agency or attorney to pursue collection efforts.
- **Assess** additional costs including legal fees, accrued service fees, and any other standard costs incurred related to collection.

These remedies are unnecessary if payment is made promptly to the following address:

Jack Doheny Company  
777 Doheny Dr.  
Northville, MI 48167

If you have any questions regarding this information or feel that you have received this message in error, please contact JDC immediately and we will review your account. We look forward to your prompt response to this notice and resolution of your delinquent account.

Sincerely,

Jack Doheny Company  
Accounts Receivable  
(248) 349-0904 ext 1161

*\*This is an attempt to collect a debt. Any information will be used for that purpose.*



## PAYMENT DEMAND NOTICE

**March 5, 2021**

Jaques Nicolas  
**AS PERSONAL GUARANTOR**  
Drainage Partners LLC  
285 NW 199 St, 201  
Miami Gardens, FL 33169  
**Account:** DRAI0010

Dear Customer:

This notice is to advise you that your account with Jack Doheny Company (JDC) is in default of credit terms. Please note that invoice(s) have been duly presented to your company for payment. Our normal credit terms are net thirty (30) days. Company records indicate that your account has exceeded these terms and is **SEVERELY PAST DUE**.

This correspondence is a written demand for payment in the amount of **\$70,689.54**. A statement of the account is attached. Payment must be received by end of business, **March 10, 2021**, to avoid further collection activity.

You are requested to make arrangements for payment or contact the Accounts Receivable Department immediately. In the event that your account remains in default and there is no response from your company, JDC reserves the right to:

- **Place** the open invoice(s) with an agency or attorney to pursue collection efforts.
- **Assess** additional costs including legal fees, accrued service fees, and any other standard costs incurred related to collection.

These remedies are unnecessary if payment is made promptly to the following address:

Jack Doheny Company  
777 Doheny Dr.  
Northville, MI 48167

If you have any questions regarding this information or feel that you have received this message in error, please contact JDC immediately and we will review your account. We look forward to your prompt response to this notice and resolution of your delinquent account.

Sincerely,

Jack Doheny Company  
Accounts Receivable  
(248) 349-0904 ext 1161

*\*This is an attempt to collect a debt. Any information will be used for that purpose.*



## PAYMENT DEMAND NOTICE

**March 5, 2021**

Johny Joseph  
**AS PERSONAL GUARANTOR**  
Drainage Partners LLC  
285 NW 199 St, 201  
Miami Gardens, FL 33169  
**Account:** DRAI0010

Dear Customer:

This notice is to advise you that your account with Jack Doheny Company (JDC) is in default of credit terms. Please note that invoice(s) have been duly presented to your company for payment. Our normal credit terms are net thirty (30) days. Company records indicate that your account has exceeded these terms and is **SEVERELY PAST DUE**.

This correspondence is a written demand for payment in the amount of **\$70,689.54**. A statement of the account is attached. Payment must be received by end of business, **March 10, 2021**, to avoid further collection activity.

You are requested to make arrangements for payment or contact the Accounts Receivable Department immediately. In the event that your account remains in default and there is no response from your company, JDC reserves the right to:

- **Place** the open invoice(s) with an agency or attorney to pursue collection efforts.
- **Assess** additional costs including legal fees, accrued service fees, and any other standard costs incurred related to collection.

These remedies are unnecessary if payment is made promptly to the following address:

Jack Doheny Company  
777 Doheny Dr.  
Northville, MI 48167

If you have any questions regarding this information or feel that you have received this message in error, please contact JDC immediately and we will review your account. We look forward to your prompt response to this notice and resolution of your delinquent account.

Sincerely,

Jack Doheny Company  
Accounts Receivable  
(248) 349-0904 ext 1161

*\*This is an attempt to collect a debt. Any information will be used for that purpose.*

# Exhibit

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### Recurring ACH Payment Authorization Form

Schedule your payment to be automatically deducted from your checking account.  
Just complete and sign this form to get started!

#### Recurring Payments Will Make Your Life Easier:

- It's convenient (saving you time and postage)
- Your payment will always be on time (even if you're out of town), eliminating late charges

#### Here's How Recurring Payments Work:

You authorize regular scheduled debits to your checking account. Your account will be debited for the monthly charge indicated below.

**Note:** You must provide notification at least 21 days prior to your due date of any changes to your ACH account information.

**Customer #**DRAI0010      **Debit Amount \$**3,000

I Jacques Nicolas Full Name authorize Jack Doheny Company to debit the bank account indicated below every 20TH day of the week/month (circle one) in the amount indicated above for payment of my obligations until the account balance is less than the debit amount.

Company Name DRAINAGE PARTNERS LLC

Billing Address 285 NW 199TH ST STE 201      Phone # (305) 834-5593

City, State, Zip MIAMI, FL 33169-2975      Email drainagepartnerscompany@gmail.com

**Account Type:** Checking/Savings (Please Circle one)

Name on Acct DRAINAGE PARTNERS LLC

Bank Name BANK OF AMERICA

Routing # 063100277

Account Number 898122046497

Bank City/State

Routing Number	Account Number
<u>222222222</u>	<u>000 111 555 1027</u>

**Terms and Conditions:** I understand and agree that any and all changes in my account information, including requesting to terminate this agreement, must be in writing and be delivered to company, at the above address, at least 21 days prior to the next due date. If the payment due date falls on a weekend or holiday, I understand and agree that the payment may be executed on the next business day. I understand and agree that as this is an electronic transaction, adequate funds must be available for withdrawal from my account by the payment due date. In the case of an ACH transaction being rejected for Non-Sufficient Funds (NSF), submission error, or other bank related return reason I understand and agree that the company may at its discretion resubmit the ACH debit transaction within thirty (30) days. I understand and agree that, in accordance with the rental agreement, a service charge will be assessed if the amount due is not available by the due date. I also understand and agree that a return item charge may be assessed for each returned ACH debit.

I acknowledge that the origination of ACH transactions to my account must comply with provisions of U.S. law and agree not to dispute this recurring billing with my bank so long as the transactions correspond to the terms indicated in this authorization.

SIGNATURE

DATE 9/20/21

# Exhibit

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500 WOODWARD AVENUE, SUITE 4000  
DETROIT, MI 48226-5403  
TELEPHONE: 313-223-3500  
FACSIMILE: 844-670-6009  
<http://www.dickinsonwright.com>

ADAM D. GRANT  
[AGrant@dickinsonwright.com](mailto:AGrant@dickinsonwright.com)  
313-223-3149

February 18, 2022

**VIA FEDERAL EXPRESS**

Jacques Nicolas  
722 NE 203<sup>rd</sup> Ln.  
Miami, FL 33179

**VIA FEDERAL EXPRESS**

Johnny Joseph  
27 Franciscan Way  
Kensington, CA 94707

Re: Jack Doheny Company – Demand for Payment and Litigation Hold Notice

To Whom it May Concern:

This Firm represents Jack Doheny Company (“JDC”) in connection with its efforts to collect an outstanding balance owed to JDC by Drainage Partners LLC (“Drainage Partners”).

JDC rented certain equipment to Drainage Partners beginning in 2020 pursuant to Rental Contract nos. 62144, 62369, and 63348. Drainage Partners has yet to pay JDC rental fees and related costs for the use of this equipment. Drainage Partners currently owes JDC \$74,603.71 in rental fees, plus additional interest of 18% per annum, to which JDC is entitled pursuant to the Rental Terms and Conditions to which Drainage Partners agreed.

Further, JDC has recourse against Jacques Nicolas and/or Johny Joseph as personal guarantors of the amounts owed by Drainage Partners to JDC. JDC intends to pursue any and all remedies against the individual guarantors in addition to seeking recourse against the Drainage Partners entity, including but not limited to seeking reimbursement for JDC’s legal fees, expenses, and interest from the guarantors, in addition to the \$74,603.71 in unpaid rental fees.

If JDC does not receive payment from the Drainage Partners, or, at the very least, a response to this letter in the next fourteen (14) days, JDC will file suit against Drainage Partners in the United States District Court for the Southern District of Florida to collect the balance owed to it.

Drainage Partners LLC  
February 18, 2022  
Page 2

DICKINSON WRIGHT PLLC

Accordingly, please ensure that all documents, correspondence, and other materials regarding this matter (including but not limited to internal emails and memoranda) are preserved and that any and all document destruction policies are suspended with respect to the Drainage Partners' relationship with JDC.

Further, please be advised that pursuant to the "Rental Terms and Conditions" to which Drainage Partners agreed and that were enclosed with invoices sent to Drainage Partners by JDC, Drainage Partners is responsible for paying JDC 18% interest per annum on all invoices that are not timely paid. Additionally, the "Rental Terms and Conditions" provide that Drainage Partners agrees to pay the costs of collection of Drainage Partners' delinquent balance owed to JDC: "If legal action is required to enforce lessee's [Drainage Partners'] obligations hereunder, lessee agrees to pay the costs thereof including reasonable attorney's fees paid by lessor [JDC]." Similar language may be found in the personal guarantee signed by Messrs. Nicolas and Joseph. Rest assured that Drainage Partners' failure to timely respond to this letter and to promptly pay JDC what it is owed will result in JDC seeking both interest and legal fees in its anticipated lawsuit.

Please contact me directly at (313) 223-3149 (or have your counsel contact me) to discuss this matter. It is my hope that Drainage Partners will pay JDC the amounts it is rightfully and legally owed. Failure to do so promptly will result in legal action being commenced against Drainage Partners, for which Drainage Partners will ultimately foot the bill pursuant to the terms and conditions of the parties' contract.

Sincerely,



Adam D. Grant

ADG:njb

4881-9534-9261 v2 [98212-3]

# Exhibit

9



500 WOODWARD AVENUE, SUITE 4000  
DETROIT, MI 48226-5403  
TELEPHONE: 313-223-3500  
FACSIMILE: 844-670-6009  
<http://www.dickinsonwright.com>

ADAM D. GRANT  
[AGrant@dickinsonwright.com](mailto:AGrant@dickinsonwright.com)  
313-223-3149

October 6, 2022

Jacques Nicolas  
722 NE 203<sup>rd</sup> Ln.  
Miami, FL 33179

Johny Joseph  
1021 NW 196<sup>th</sup> Ter.  
Maimi, FL 33169

Drainage Partners, LLC  
285 NW 199 St., Suite 201  
Miami Gardens, FL 33169

Re: Jack Doheny Company - Demand for Payment and Litigation Hold Notice

To Whom it May Concern:

As you have been made aware via prior correspondence, this Firm represents Jack Doheny Company ("JDC") in connection with its efforts to collect an outstanding balance owed to JDC by Drainage Partners LLC ("Drainage Partners").

As I previously alleged in my letter dated February 15, 2022 (which you received, in response to which you called me, and have subsequently failed to return any of my calls or emails), JDC rented certain equipment to Drainage Partners beginning in 2020 pursuant to Rental Contract nos. 62144, 62369, and 63348. Drainage Partners has yet to pay JDC rental fees and related costs for the use of this equipment. Drainage Partners currently owes JDC \$74,603.71 in rental fees, plus interest of \$22,425.70 (which continues to accrue), to which JDC is entitled pursuant to the Rental Terms and Conditions to which Drainage Partners agreed. In total, Drainage Partners owes JDC **\$97,029.41**.

Further, JDC has recourse against Jacques Nicolas and/or Johny Joseph as personal guarantors of the amounts owed by Drainage Partners to JDC. JDC intends to pursue any and all remedies against the individual guarantors in addition to seeking recourse against the Drainage Partners entity, including but not limited to seeking reimbursement for JDC's legal fees, expenses, and interest from the guarantors, in addition to the \$97,029.41 in unpaid rental fees and interest.

If JDC does not receive payment from Drainage Partners, Nicolas, or Joseph, or, at the very least, a response to this letter in the next ten (10) days, JDC will file suit against Drainage Partners and the individual guarantors in the United States District Court for the Southern District of Florida to collect the balance owed to it.

Drainage Partners LLC  
October 6, 2022  
Page 2

DICKINSON WRIGHT PLLC

Accordingly, please ensure that all documents, correspondence, and other materials regarding this matter (including but not limited to internal emails and memoranda) are preserved and that any and all document destruction policies are suspended with respect to the Drainage Partners' relationship with JDC.

Further, please be advised that pursuant to the "Rental Terms and Conditions" to which Drainage Partners agreed and that were enclosed with invoices sent to Drainage Partners by JDC, Drainage Partners agrees to pay the costs of collection of Drainage Partners' delinquent balance owed to JDC: "If legal action is required to enforce lessee's [Drainage Partners'] obligations hereunder, lessee agrees to pay the costs thereof including reasonable attorney's fees paid by lessor [JDC]." Similar language is found in the personal guarantee signed by Messrs. Nicolas and Joseph: "In addition to guaranteeing full payment, the undersigned agrees to reimburse JDC for any and all expenses incurred in the collection of said indebtedness, including, but not limited to, legal fees, expenses and interest at the maximum legal rate permitted by state." Rest assured that your failure to timely respond to this letter and to promptly pay JDC what it is owed will result in JDC seeking both interest and legal fees in its anticipated lawsuit.

Please contact me directly at (313) 223-3149 (or have your counsel contact me) to discuss this matter. It is my hope that Drainage Partners, Nicolas, and/or Joseph will pay JDC the amounts it is rightfully and legally owed. Failure to do so promptly will result in legal action being commenced against Drainage Partners and the guarantors, for which Drainage Partners and the guarantors will ultimately foot the bill pursuant to the terms and conditions of the parties' contract.

Sincerely,



Adam D. Grant

ADG:njb

4881-9534-9261 v1 [98212-3]

# Exhibit

10



500 WOODWARD AVENUE, SUITE 4000  
DETROIT, MI 48226-5403  
TELEPHONE: 313-223-3500  
FACSIMILE: 844-670-6009  
<http://www.dickinsonwright.com>

ADAM D. GRANT  
[AGrant@dickinsonwright.com](mailto:AGrant@dickinsonwright.com)  
313-223-3149

November 23, 2022

Jacques Nicolas  
722 NE 203<sup>rd</sup> Ln.  
Miami, FL 33179

Johny Joseph  
1021 NW 196<sup>th</sup> Ter.  
Miami, FL 33169

Drainage Partners, LLC  
285 NW 199 St., Suite 201  
Miami Gardens, FL 33169

Re: Jack Doheny Company - Demand for Payment and Litigation Hold Notice

To Whom it May Concern:

As you have been made aware via prior correspondence, this Firm represents Jack Doheny Company ("JDC") in connection with its efforts to collect an outstanding balance owed to JDC by Drainage Partners LLC ("Drainage Partners").

As I previously alleged in my letter dated February 15, 2022 (which you received, in response to which you called me, and have subsequently failed to return any of my calls or emails), JDC rented certain equipment to Drainage Partners beginning in 2020 pursuant to Rental Contract nos. 62144, 62369, and 63348. Drainage Partners has yet to pay JDC rental fees and related costs for the use of this equipment. Drainage Partners currently owes JDC \$74,603.71 in rental fees, plus interest of \$24,412.40 (which continues to accrue), to which JDC is entitled pursuant to the Rental Terms and Conditions to which Drainage Partners agreed. In total, Drainage Partners owes JDC **\$99,016.11**.

Further, JDC has recourse against Jacques Nicolas and/or Johny Joseph as personal guarantors of the amounts owed by Drainage Partners to JDC. JDC intends to pursue any and all remedies against the individual guarantors in addition to seeking recourse against the Drainage Partners entity, including but not limited to seeking reimbursement for JDC's legal fees, expenses, and interest from the guarantors, in addition to the \$97,029.41 in unpaid rental fees and interest.

If JDC does not receive payment from Drainage Partners, Nicolas, or Joseph, or, at the very least, a response to this letter in the next ten (10) days, JDC will file suit against Drainage Partners and the individual guarantors in the United States District Court for the Southern District of Florida to collect the balance owed to it. JDC's threat is not hollow. Enclosed please find a draft complaint that JDC will finalize and file if you fail to respond to this letter. (This letter is not intended to suggest that the draft complaint has

Drainage Partners LLC  
November 23, 2022  
Page 2

DICKINSON WRIGHT PLLC

been filed; instead, it is simply to make you aware that JDC will be prepared to file with minimal additional effort.)

As I requested previously, if you fail to respond to this letter, you must ensure that all documents, correspondence, and other materials regarding this matter (including but not limited to internal emails and memoranda) are preserved and that any and all document destruction policies are suspended with respect to the Drainage Partners' relationship with JDC. These materials will likely be relevant to any upcoming litigation between Drainage Partners and JDC.

Further, please be advised that pursuant to the "Rental Terms and Conditions" to which Drainage Partners agreed and that were enclosed with invoices sent to Drainage Partners by JDC, Drainage Partners agrees to pay the costs of collection of Drainage Partners' delinquent balance owed to JDC: "If legal action is required to enforce lessee's [Drainage Partners'] obligations hereunder, lessee agrees to pay the costs thereof including reasonable attorney's fees paid by lessor [JDC]." Similar language is found in the personal guarantee signed by Messrs. Nicolas and Joseph: "In addition to guaranteeing full payment, the undersigned agrees to reimburse JDC for any and all expenses incurred in the collection of said indebtedness, including, but not limited to, legal fees, expenses and interest at the maximum legal rate permitted by state." Rest assured that your failure to timely respond to this letter and to promptly pay JDC what it is owed will result in JDC seeking both interest and legal fees in its anticipated lawsuit.

Please contact me directly at (313) 223-3149 (or have your counsel contact me) to discuss this matter. It is my hope that Drainage Partners, Nicolas, and/or Joseph will pay JDC the amounts it is rightfully and legally owed. Failure to do so promptly will result in legal action being commenced against Drainage Partners and the guarantors, for which Drainage Partners and the guarantors will ultimately foot the bill pursuant to the terms and conditions of the parties' contract.

Sincerely,



Adam D. Grant

ADG:njb

# Exhibit

11



Remit To:

**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

**STATEMENT**

To:

DRAINAGE PARTNERS LLC  
285 Nw 199th St  
Miami FL 33169

**INFORMATION**

Customer Code: DRAI0010 Statement As Of : 3/5/2021  
 Billing Contact:  
 Billing Phone: 954-928-7252

**DETAILS**

Date	Reference	Branch	Amount	Applied	Balance
09/29/2020	INV105507	2000	\$226.50	\$0.00	\$226.50
10/20/2020	INV107842	2000	\$5,000.00	\$0.00	\$5,000.00
11/05/2020	INV109542	2000	\$10,500.00	\$0.00	\$10,500.00
11/17/2020	INV110566	2000	\$5,000.00	\$0.00	\$5,000.00
12/03/2020	INV111908	2000	\$9,000.00	\$0.00	\$9,000.00
12/11/2020	INV112800	2000	\$5,000.00	\$0.00	\$5,000.00
12/19/2020	INV113547	2000	\$9,000.00	\$4,500.00	\$4,500.00
12/29/2020	INV114088	2000	\$231.75	\$0.00	\$231.75
01/12/2021	INV115242	2000	\$5,000.00	\$0.00	\$5,000.00
01/14/2021	INV115428	2000	\$71.83	\$0.00	\$71.83
01/27/2021	INV116632	1100	\$409.22	\$0.00	\$409.22
01/28/2021	INV116822	2000	\$9,000.00	\$0.00	\$9,000.00
01/29/2021	INV117028	2000	\$5,000.00	\$0.00	\$5,000.00
02/11/2021	INV118107	2000	\$2,500.00	\$0.00	\$2,500.00
02/12/2021	INV118142	1100	\$34.74	\$0.00	\$34.74
02/13/2021	INV118236	2000	\$9,000.00	\$0.00	\$9,000.00
02/16/2021	INV118347	2000	\$215.50	\$0.00	\$215.50
Total:			<b>\$75,189.54</b>	<b>\$4,500.00</b>	<b>\$70,689.54</b>

Payment Terms: 0 DAYS

Current	30 Days	60 Days	90+ Days	Total Due
Now Due	Overdue	Overdue	Overdue	
\$0.00	\$11,750.24	\$19,481.05	\$39,458.25	\$70,689.54



248-349-0904  
 info@dohenycompany.com  
 dohenycompany.com



Remit To:

**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

**STATEMENT**

To:

DRAINAGE PARTNERS LLC  
285 Nw 199th St  
Miami FL 33169

**INFORMATION**

Customer Code: DRAI0010 Statement As Of : 6/21/2021  
 Billing Contact:  
 Billing Phone: 954-928-7252

**DETAILS**

Date	Reference	Branch	Amount	Applied	Balance
09/29/2020	INV105507	2000	\$226.50	\$0.00	\$226.50
10/20/2020	INV107842	2000	\$5,000.00	\$0.00	\$5,000.00
11/05/2020	INV109542	2000	\$10,500.00	\$0.00	\$10,500.00
11/17/2020	INV110566	2000	\$5,000.00	\$0.00	\$5,000.00
12/03/2020	INV111908	2000	\$9,000.00	\$0.00	\$9,000.00
12/11/2020	INV112800	2000	\$5,000.00	\$0.00	\$5,000.00
12/19/2020	INV113547	2000	\$9,000.00	\$4,500.00	\$4,500.00
12/29/2020	INV114088	2000	\$231.75	\$0.00	\$231.75
01/12/2021	INV115242	2000	\$5,000.00	\$0.00	\$5,000.00
01/14/2021	INV115428	2000	\$71.83	\$0.00	\$71.83
01/27/2021	INV116632	1100	\$409.22	\$0.00	\$409.22
01/28/2021	INV116822	2000	\$9,000.00	\$0.00	\$9,000.00
01/29/2021	INV117028	2000	\$5,000.00	\$0.00	\$5,000.00
02/11/2021	INV118107	2000	\$2,500.00	\$0.00	\$2,500.00
02/12/2021	INV118142	1100	\$34.74	\$0.00	\$34.74
02/13/2021	INV118236	2000	\$9,000.00	\$0.00	\$9,000.00
02/16/2021	INV118347	2000	\$215.50	\$0.00	\$215.50
03/05/2021	INV119962	2000	\$92.50	\$0.00	\$92.50
03/05/2021	INV119964	2000	\$4.64	\$0.00	\$4.64
03/05/2021	INV119965	2000	\$30.99	\$0.00	\$30.99
03/05/2021	INV119967	2000	\$30.08	\$0.00	\$30.08
03/08/2021	INV120114	2000	\$5,000.00	\$0.00	\$5,000.00
03/08/2021	INV120169	2000	\$2,500.00	\$0.00	\$2,500.00
03/08/2021	INV120183	2000	\$6,100.00	\$0.00	\$6,100.00
03/29/2021	INV122335	2000	\$7,179.77	\$0.00	\$7,179.77
03/30/2021	INV122517	2000	\$1,434.39	\$0.00	\$1,434.39
04/16/2021	INV124290	2000	\$1,000.00	\$0.00	\$1,000.00
05/13/2021	INV127137	2000	\$41.80	\$0.00	\$41.80



Remit To:

**Jack Doheny Company**  
L3846  
Columbus OH, 43260-3846

**STATEMENT****DETAILS**

Date	Reference	Branch	Amount	Applied	Balance
		Total:	\$98,603.71	\$4,500.00	\$94,103.71

Payment Terms: 0 DAYS

Current	30 Days	60 Days	90+ Days	Total Due
Now Due	Overdue	Overdue	Overdue	
\$0.00	\$41.80	\$1,000.00	\$93,061.91	\$94,103.71

# Exhibit

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## Jack Doheny Company

### Customer Collection History

Date: 6/21/2021

Time: 4:30:24PM

For Customer Code From: DRAI0010 To: DRAI0010  
 For Division From: All To: All

For Entry Date From: All To: All  
 For Follow up Date From: All To: All

For Branch From: All To: All

Date Entry	Comment	Followup Date	Entered By	Followup Recipient
<b>Customer Code: DRAI0010</b> <b>Customer Name: DRAINAGE PARTNERS LLC</b>				
5/18/2021	Rec'd call from Kendall (305) 834-5593. They intend to pay JDC in full as soon as possible but do not have funds presently. They had billing issues to their customers and are working on resolving the issues to get paid. They are also working on 2 loans and hope to pay soon. Kendall called to tell us their intention is to pay JDC in full. Sent statement and updated email address to: drainagepartnerscompany@gmail.com per Kendall.	6/2/2021	keubank	AccountsReceivable@dohenycompany.com
4/26/2021	Called cell 305-924-6970 no answer-v/m not set up Called main # got generic v/m left msg to c/m/b by Wednesday or fill to collections.	4/28/2021	keubank	kayeubank@dohenycompany.com
3/5/2021	Demand for payment notice sent for balance \$70,689.54. Deadline set for 3/10/21. ACH requested. Stmt/invoices included with demand.	3/10/2021	keubank	kayeubank@dohenycompany.com
3/5/2021	Sent copy invoice/statement to customer on teribarnum@dohenycompany.com		tbarnum	
2/26/2021	Sent copy invoice/statement to customer on KAYEUBANK@DOHENYCOMPANY.COM;TERIBARNUM@DOHENYCOMPANY.COM		tbarnum	
2/19/2021	Sent copy invoice/statement to customer on teribarnum@dohenycompany.com		tbarnum	
2/1/2021	Sent copy invoice/statement to customer on JacleneWillis@dohenycompany.com		jwillis	
1/11/2021	Sent copy invoice/statement to customer on TERIBARNUM@DOHENYCOMPANY.COM		tbarnum	
12/30/2020	Sent copy invoice/statement to customer on TERIBARNUM@DOHENYCOMPANY.COM		tbarnum	
12/30/2020	Sent copy invoice/statement to customer on TERIBARNUM@DOHENYCOMPANY.COM		tbarnum	
10/22/2020	Sent copy invoice/statement to customer on drainagepartners@outlook.com;teribarnum@dohenycompany.com		tbarnum	